Lafayette Common Council Agenda

Lafayette City Hall: Common Council Chambers

Due To The Current Public Health Emergency The Lafayette City Council Will Be Meeting Virtually. Public Comment On Agenda Items May Be Submitted No Later Than One (1) Hour Prior To The Meeting Start Time Via Email To Web-Clerk@Lafayette.in.gov Comments Must Include Name And Address.

Regular Session

Monday, October 5, 2020 @ 6:00 PM

Pledge Of Allegiance

Roll Call

Approval Of Minutes

Presentation And Disposal Of Claims

Presentation Of Petitions And Communications

Reports Of City Offices On File In The City Clerk's Office

Water Works Department Monthly-August

Renew Department Monthly-August

Fleet Maintenance Monthly-August

Police Department Monthly-August

Ordinances For Second Reading

Ordinance 2020-27 (An Amendment To Ordinance No. 2010-11 Establishing A Local Ebershoff/914 S. 10th Street Historic District In The City Of Lafayette, Indiana)

Documents:

ORDINANCE 2020-27 DRAFT.PDF

Ordinances For First Reading

Ordinance 2020-26 (An Ordinance For Lafayette Sewer 2020 Refunding Bond) (Tabled Until Time Certain At September 8th Meeting)

Documents:

ORDINANCE 2020-26 DRAFT.PDF

Ordinance 2020-28 (2021 GLPTC Budget An Ordinance Appropriating Money For The Greater Lafayette Public Transportation Corporation As Required Pursuant To Indiana Code 6-1.1-17-20)

Documents:

ORDINANCE 2020-28 DRAFT.PDF

Ordinance 2020-29 (2021 Budget An Ordinance Appropriating Money For The Purpose Of Defraying The Expenses Of Several Departments Of The City Government Of The City Of Lafayette, Indiana For The Fiscal Year Beginning January 1, 2021 And Ending December 31, 2021, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect)

Documents:

ORDINANCE 2020-29 DRAFT.PDF

Ordinance 2020-31 (An Ordinance Fixing The Salaries Of The Sworn Protective Occupation And Law Enforcement (POLE) Members Of The Police And Fire Departments Of The City Of Lafayette, Indiana For The Year 2021)

Documents:

ORDINANCE 2020-31 DRAFT.PDF

Ordinance 2020-32 An Ordinance Fixing The Salaries Of The Elected Officials Of The City Of Lafayette, Indiana For The Year 2021)

Documents:

ORDINANCE 2020-32 DRAFT.PDF

Ordinance 2019-33 (An Ordinance To Amend The Zoning Ordinance Of Tippecanoe County, Indiana, To Certain Real Estate From GB To I3-3445 Union Street, Jose E. Gaeta, Petitioner)

Documents:

ORDINANCE 2020-33 DRAFT.PDF

Ordinance 2019-34 (An Ordinance To Amend The Zoning Ordinance Of Tippecanoe County, Indiana, To Certain Real Estate From I3, NB & GB To NB-310 N. Earl Avenue, Cason & Earl, LLC, Petitioner)

Documents:

ORDINANCE 2020-34 DRAFT.PDF

Ordinance 2020-35 (An Ordinance Approving A Lease Between The City Of Lafayette Redevelopment Commission And The City Of Lafayette Redevelopment Authoriity Relating To The Financing And Construction Of The New Police Station And Parking Garage Project, The Pledge Of Public Safety Local Income Tax Revenues To The City Of Lafayette Redevelopment Commission And The Transfer Of Real Estate To The City Of Lafayette Redevelopment Authority In Connection Therewith, And Repealing All Ordinances Inconsistent Therewith)

Documents:

ORDINANCE 2020-35 DRAFT.PDF

Resolutions

Resolution 2020-20 (A Resolution Of The Common Council Of The City Of Lafayette, Indiana, Approving (1)Resolution No LRC-2020-12 Of The City Of Lafayette Redevelopment Commission Which Amended The Economic Development Plan For The Consolidated Creasy/Central Economic Development Area, And (2) The Order Of The Area Plan Commission Of Tippecanoe County, Indiana Related Thereto)

Documents:

RESOLUTION 2020-20 DRAFT.PDF

Reports Of Standing Committees

Reports Of Special Committees

Reports By The Mayor

Reports Of Councilmen

Public Comment

REMINDER: A Virtual Public Hearing Will Be Held On Thursday, October 8, 2020 At 5:00 PM Regarding The City Of Lafayette 2021 Budget And The 2021 GLPTC Budget)

To Submit Comments On Ordinances 2020-28- 2021 GLPTC Budget Or 2020-29- 2021 City Of Lafayette Budget Please Email Comments To Web-Clerk@Lafayette.in.gov At Least One Hour Prior To Public Hearing Or Call The Office Of The City Clerk At (765) 807-1020 During The Public Hearing.

Adjournment

Public Comment: We welcome public comment and encourage active participation at this meeting. However, in order to proceed efficiently, public comment will be limited to two areas of this meeting. First, there will be an opportunity for public comment on ordinances or resolutions currently before the Council. These comments should be limited to three (3) minutes in length and be germane and relevant to the Ordinance or Resolution. All participants will be required to maintain a high level of civility, respect, and courtesy for everyone present. Any participant, who after being advised, persists in a discourteous or hostile manner which may disrupt the meeting will be asked to leave.

At the end of the meeting, time will be reserved for public comment on any issue or concern you may have. Please remember to keep your comments concise and limited to three (3) minutes. Finally, the open comment section is not an opportunity for you to make inappropriate comments about, or personally attack council members or city officials. Again, all participants are required to maintain a high level of civility, respect, and courtesy for everyone present. Any participant, who after being advised, persists in a discourteous or hostile manner which may disrupt the meeting will be asked to leave. This is your opportunity to contribute to the community and assist the council in addressing issues that are important to the City of Lafayette.

ORDINANCE NO: 2020-27
An Amendment to Ordinance No. 2010-11
Establishing a Local Ebershoff / 914 S. 10th Street Historic District
in the City of Lafayette, Indiana

WHEREAS, Ordinance No. 2010-11 reaffirmed and amended the powers of the Historic Preservation Commission for the City of Lafayette, Indiana (the "Commission") created in Ordinance No. 93-18; and

WHEREAS, Ordinance No. 2010-11 provides the criteria for establishing historic districts and criteria and provisions for operating within said districts; and

WHEREAS, the Commission received a petition from the property owner of real estate commonly known as 914 S. 10th Street (the "Property") for establishment of the Local Ebershoff / 914 S. 10th Street Historic District, which is legally described in Exhibit A and as shown on the map in Exhibit B attached hereto; and

WHEREAS, the Lafayette Historic Preservation Commission at its meeting held on August 31, 2020 approved a motion to recommend to the Common Council that the Local Ebershoff / 914 S. 10th Street Historic District be established and the building at 914 S. 10th Street in said District be classified as "Contributing"; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Lafayette, Indiana, that Ordinance No. 2010-11 is amended to establish the Local Ebershoff / 914 S. 10th Street Historic District, which is legally described in the attached Exhibit A, and to classify the building at 914 S. 10th Street and property within said Local Ebershoff / 914 S. 10th Street t Historic District as "Contributing."

ADOPTED AND PASSED by the COMMON COUNCIL of the CITY OF LAFAYETTE,

INDIANA, this 5th day of October, 2020.

_____
Presiding Officer

ATTEST:

_____
Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, on the 5th day of October, 2020.

_____
Cindy Murray, City Clerk

This Ordinance approved and signed by me on the 5th day of October, 2020.

_____
Tony Roswarski, Mayor

ATTEST:

_____
Cindy Murray, City Clerk

Sponsored by Councilman: Kevin Klinker_____

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

914 S. 10th Street

Lot numbered Seventeen (17) in Potter and Brockenbrough's Additicn to the City of Lafayette, as platted upon a part of the Northwest Quarter of the Southwest Quarter of Section Twenty-eight (28) in Township Twenty-three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana.

Commonly known as: 914 South 10th Street, Lafayette, Indiana 47905

EXHIBIT B

BOUNDARY & IMAGES OF LOCAL EBERSHOFF / 914 S. 10TH STREET HISTORIC DISTRICT

PLAN VIEW

Ebershoff / 914 S 10th Street
Local Historic District

IMAGES OF LOCAL EBERSHOFF/ 914 S 10TH STREET HISTORIC DISTRICT

EAST SIDE

IMAGES OF LOCAL EBERSHOFF/ 914 S 10TH STREET HISTORIC DISTRICT

WEST SIDE

IMAGES OF LOCAL EBERSHOFF/ 914 S 10TH STREET HISTORIC DISTRICT

SOUTH SIDE

IMAGES OF LOCAL EBERSHOFF/ 914 S 10TH STREET HISTORIC DISTRICT

NORTH SIDE

IMAGES OF LOCAL EBERSHOFF/ 914 S 10TH STREET HISTORIC DISTRICT

EAST SIDE OF GARAGE

ORDINANCE NO. 2020-26

An Ordinance concerning the refunding by the City of Lafayette, Indiana of certain of its outstanding sewage works revenue bonds; authorizing the issuance of sewage works refunding revenue bonds for such purpose; providing for the collection, segregation and distribution of the revenues of the sewage works and the safeguarding of the interests of the owners of said sewage works refunding revenue bonds; other matters connected therewith; and repealing ordinances inconsistent herewith

WHEREAS, the City of Lafayette, Indiana (the "City") has heretofore established, constructed and financed its sewage works, and now owns and operates said sewage works pursuant to Indiana Code 36-9-23, as in effect on the issue date of the bonds authorized herein, and other applicable laws (the "Act") (all references herein to the Indiana Code are designated hereafter as "IC" followed by the applicable code section or sections); and

WHEREAS, the Common Council of the City (the "Common Council") finds that there are outstanding bonds of the sewage works payable out of the Net Revenues (as hereinafter defined) thereof designated as the (i) Sewage Works Revenue Bonds of 2008 (the "2008 Bonds"), dated June 4, 2008, now outstanding in the aggregate principal amount of $1,725,000 and maturing semiannually on January 1 and July 1 over a period ending July 1, 2025; (ii) Sewage Works Revenue Bonds of 2009 (the "2009 Bonds"), dated September 15, 2009, now outstanding in the aggregate principal amount of $851,000 and maturing semiannually on January 1 and July 1 over a period ending January 1, 2030; (iii) Sewage Works Revenue Bonds of 2013 (the "2013 Project Bonds"), dated March 7, 2013, now outstanding in the aggregate principal amount of $16,350,000 and maturing semiannually on January 1 and July 1 over a period ending January 1, 2034; (iv) Sewage Works Refunding Revenue Bonds, Series 2013 (the "2013 Refunding Bonds"), dated May 23, 2013, now outstanding in the aggregate principal amount of $26,875,000 and maturing semiannually on January 1 and July 1 over a period ending July 1, 2026; and (v) Sewage Works Revenue Bonds of 2014 (the "2014 Bonds"), dated July 1, 2014, now outstanding in the aggregate principal amount of $7,990,000 and maturing semiannually on January 1 and July 1 over a period ending January 1, 2035, which 2008 Bonds, 2009 Bonds, 2013 Project Bonds, 2013 Refunding Bonds and 2014 Bonds constitute a first charge on the Net Revenues of the sewage works, on a parity with the 2016 Bonds and 2017 Bonds (each as hereinafter defined); and

WHEREAS, the Common Council finds that (i) all of the outstanding 2008 Bonds and 2009 Bonds (the "Refunded 2008/2009 Bonds"), (ii) the outstanding 2013 Project Bonds maturing on July 1, 2023 through and including January 1, 2034 (the "Refunded 2013 Project Bonds"), (iii) the outstanding 2013 Refunding Bonds maturing on July 1, 2023 through and including July 1, 2026 (the "Refunded 2013 Refunding Bonds"), and (iv) the outstanding 2014 Bonds maturing on July 1, 2024 through and including January 1, 2035 (the "Refunded 2014 Bonds", together with the Refunded 2008/2009 Bonds, the Refunded 2013 Project Bonds and the Refunded 2013 Refunding Bonds, herein, collectively, the "Refunded Bonds"), should be refunded pursuant to the provisions of IC 5-1-5, as amended, to enable the City to obtain a reduction in interest payments and effect a savings to the City; and

WHEREAS, the Common Council finds that it is necessary to issue its taxable and tax-exempt sewage works refunding revenue bonds, in two series, in a combined aggregate principal amount not to exceed Forty-Two Million Dollars ($42,000,000) and to use the proceeds thereof, together with any available funds on hand, to refund the Refunded Bonds and to pay for all costs related to said refunding, including funding a reserve; and

WHEREAS, in addition to the Refunded Bonds and the maturities of the 2013 Project Bonds, 2013 Refunding Bonds and 2014 Bonds that will not be refunded, the Common Council finds that there are now outstanding bonds payable out of the Net Revenues of the City's sewage works designated as the (i) Sewage Works Refunding Revenue Bonds, Series 2016 (the "2016 Bonds"), dated October 5, 2016, now outstanding in the aggregate principal amount of $15,295,000 and maturing semiannually on January 1 and July 1 over a period ending January 1, 2025; and (ii) Sewage Works Revenue Bonds of 2017 (the "2017 Bonds"), dated March 28, 2017, now outstanding in the aggregate principal amount of $49,945,000 and maturing semiannually on January 1 and July 1 over a period ending January 1, 2038, which 2016 Bonds and 2017 Bonds constitute a first charge on the Net Revenues of the sewage works on a parity with the Refunded Bonds and the maturities of the 2013 Project Bonds, 2013 Refunding Bonds and 2014 Bonds that will not be refunded (the 2016 Bonds and the 2017 Bonds, together with the maturities of the 2013 Project Bonds, 2013 Refunding Bonds and 2014 Bonds that will not be refunded, herein, collectively, the "Outstanding Parity Bonds"); and

WHEREAS, the ordinances authorizing the Outstanding Parity Bonds each authorize the issuance of additional bonds ranking on a parity with the Outstanding Parity Bonds provided certain financial conditions can be met (collectively, the "Parity Tests"); and

WHEREAS, the Common Council finds that the Parity Tests can be met with respect to the bonds to be issued pursuant to this ordinance and, accordingly, the bonds to be issued pursuant to this ordinance will constitute a first charge against the Net Revenues of the sewage works, on a parity with the Outstanding Parity Bonds, and are to be issued subject to the provisions of the laws of the Act, IC 5-1-5, as amended, and the terms and restrictions of this ordinance; and

WHEREAS, the Common Council has been advised by the City's municipal advisor that it may be economically efficient to acquire a municipal bond insurance policy for the bonds hereby authorized and to acquire a debt service reserve surety bond to fund the reserve account for the bonds; and

WHEREAS, the Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of said sewage works refunding revenue bonds have been complied with in accordance with the provisions of the Act and IC 5-1-5, as amended; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, THAT:

Section 1. Authorization of Refunding of Refunded Bonds; Certain Defined Terms.

(a) The City proceed with the refunding of the Refunded Bonds thereby reducing its interest payments and effecting a savings, as reported by the City's municipal advisor, Crowe, LLP. The City shall apply any amounts held for the payment of debt service on the Refunded Bonds to the refunding as provided in Section 12(a).

(b) The terms "*sewage works*," "*sewage works system*," "*works*," "*system*," and words of like import where used in this ordinance shall be construed to mean and include all structures and property of the existing sewage works system, including items defined in the Act, and includes the sewage works and all enlargements, improvements, extensions and additions thereto, and replacements thereof, now or at any time hereafter constructed or acquired. The bonds herein authorized shall be issued pursuant to and in accordance with the provisions of the Act and IC 5-1-5, as amended.

Section 2. Issuance of Bonds.

(a) The City shall issue its sewage works refunding revenue bonds (the "Bonds") in two series in a combined aggregate principal amount not to exceed Forty-Two Million Dollars ($42,000,000). The first series of Bonds shall be designated as the "Sewage Works Refunding Revenue Bonds, Series 2020A" (the "2020A Bonds") and issued in an aggregate principal amount not to exceed Three Million Dollars ($3,000,000) for the purpose of procuring funds to apply on (i) the refunding of the Refunded 2008/2009 Bonds, (ii) funding a reserve, and (iii) costs of issuance of the 2020A Bonds. The second series of Bonds shall be designated as the "Taxable Sewage Works Refunding Revenue Bonds, Series 2020B" (the "Taxable 2020B Bonds") and issued in an aggregate principal amount not to exceed Thirty-Nine Million Dollars ($39,000,000) for the purpose of procuring funds to apply on (i) the refunding of the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds, (ii) funding a reserve, and (iii) costs of issuance of the Taxable 2020B Bonds. The 2020A Bonds and the Taxable 2020B Bonds (collectively, the "Bonds") shall rank on a parity with each other and with the Outstanding Parity Bonds.

(b) The Bonds shall be issued and sold at a price not less than 98.5% of par value thereof. The Bonds shall be issued in fully registered form in denominations of $5,000 or integral multiples thereof. The Bonds shall be numbered consecutively from 1 up and originally dated as of their date of delivery. The Bonds shall bear interest at a rate or rates not exceeding 5.0% per annum (the exact rate or rates to be determined by negotiation with Robert W. Baird & Co. Incorporated (the "Underwriter")). Interest shall be payable semiannually on January 1 and July 1 in each year, commencing on the first January 1 or the first July 1 following the date of delivery of the Bonds, as determined by the Controller with the advice of the City's municipal advisor. Principal shall be payable in lawful money of the United States of America at the principal office of the Paying Agent (as hereinafter defined). The Bonds shall mature semiannually on January 1 and July 1, or be subject to mandatory sinking fund redemption on January 1 and July 1, over a period ending no later than January 1, 2035. The Bonds shall mature in such amounts (i) as will produce as level annual debt service as practicable taking into account the $5,000 denominations of the Bonds, (ii) as will produce the same level of annual

debt service as exists on the Refunded Bonds less the annual savings resulting from the refunding and taking into account the $5,000 denominations of the Bonds, or (iii) as otherwise determined by the Controller with the advice of the City's municipal advisor.

(c) All or a portion of the Bonds may be issued as one or more term bonds, upon election of the Underwriter. 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 Underwriter, 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 out of and constitute a first charge against the Net Revenues (herein defined as gross revenues of the sewage works of the City after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage works of the City, on a parity with the Outstanding Parity Bonds. Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Section 3. Registrar and Paying Agent.

(a) The Controller is hereby authorized to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds (the "Registrar" or "Paying Agent"). The Controller 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 Controller 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 Sewage Works Sinking Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

(b) The principal of the Bonds shall be payable at the principal office of the Paying Agent. 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 day of the month preceding each payment (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 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).

(c) All payments on the 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 City 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 City. The City 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. 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 4. Redemption of Bonds.

(a) The Bonds may be redeemable at the option of the City upon such dates, premiums if any but not to exceed 2% of par, and terms as determined by the Controller, with the advice of the City's municipal advisor, prior to the sale of the Bonds; provided, however, that if the Bonds are subject to optional redemption such redemption provisions shall provide that the Bonds are redeemable on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity.

(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 City, 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 forty-five (45) days preceding the applicable mandatory redemption date.

(c) Each $5,000 denomination amount shall be considered a separate Bond for purposes of 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 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 City as of the date which is forty-five (45) 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 City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 5. Book-Entry Provisions.

(a) The City may, upon the advice of its municipal advisor, have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("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 provision 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 (the "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 30 days' notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law), or

(ii) the City 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 City and the Registrar will recognize DTC or its nominee as the holder of the Bonds for all purposes, including notices and voting. The City 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 City 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.

Section 6. Execution of Bonds; Pledge of Net Revenues to Bonds.

(a) The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Controller and attested by the manual or facsimile signature of the Clerk, who shall affix the seal of said City to each of said Bonds 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. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, 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, and any bonds ranking on a parity therewith, as to both principal and interest, shall be payable from, secured by and shall constitute a first charge upon the Net Revenues of the sewage works of the City, hereby irrevocably pledged to the payment of the Bonds to the extent necessary for that purpose. The City shall not be obligated to pay said Bonds or the interest thereon except from the Net Revenues of said works, on a parity with the Outstanding Parity Bonds, and said Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana. The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

Section 7. Form of Bonds.

The form and tenor of the Bonds shall be substantially as follows, with such additions, deletions and modifications as the Mayor, the Controller and the Clerk of the City may authorize, as conclusively evidenced by their signatures thereon, all blanks to be filled in properly 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. R[20A][20B]-__

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF TIPPECANOE

CITY OF LAFAYETTE

[TAXABLE] SEWAGE WORKS REFUNDING REVENUE BOND, SERIES 2020[A][B]

Maturity Date	Interest Rate	Original Date	Authentication Date	CUSIP

Registered Owner: Cede & Co.

Principal Sum:

The City of Lafayette, Indiana (the "City"), in Tippecanoe 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 of the month 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 _____ 15,

202_, in which case it shall bear interest from the Original Date, which interest is payable semiannually on the first days of January and July of each year, beginning on _____ 1, 2021. 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 _____of _____, Indiana. All payments of interest on this Bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner hereof, as of the fifteenth day of the month preceding such payment, 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.

THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY OF LAFAYETTE, INDIANA, WITHIN THE MEANING OF THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA, AND THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE SPECIAL FUND PROVIDED FROM THE NET REVENUES (AS HEREINAFTER DEFINED).

This Bond is one of an authorized issue of Bonds of the City of Lafayette, Indiana, of like tenor and effect, except as to numbering, interest rates, and dates of maturity, in the total amount of _____ Dollars ($_____) (the "Bonds"), numbered from 1 up, issued for the purpose of providing funds to be applied on the cost of the refunding of certain Refunded Bonds (as defined in the hereinafter defined Ordinance), [funding a reserve] and paying incidental expenses, as authorized by an Ordinance adopted by the Common Council of the City of Lafayette, Indiana, on the ___ day of _____, 2020, entitled "An Ordinance concerning the current refunding by the City of Lafayette, Indiana of certain of its outstanding sewage works revenue bonds; authorizing the issuance of sewage works refunding revenue bonds for such purpose; providing for the collection, segregation and distribution of the revenues of the sewage works and the safeguarding of the interests of the owners of said sewage works refunding revenue bonds; other matters connected therewith; and repealing ordinances inconsistent herewith" (the "Ordinance"), and in strict compliance with the provisions of Indiana Code 36-9-23 (the "Act") and 5-1-5, each as in effect on the issue date of the Bonds.

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 City and DTC, or any substitute agreement affecting such book entry system under DTC.

Pursuant to the Ordinance and the Escrow Agreement (as defined therein), the City has set aside securities (obligations of the United States of America purchased from proceeds of the Bonds and funds on hand of the City) and certain cash in a Trust Account to provide payment of principal of and interest on the Refunded Bonds.

Pursuant to the provisions of said Act and said Ordinance, the principal and interest of this Bond and all other Bonds of said issue, and any bonds hereafter issued on a parity therewith, are payable solely from the Sewage Works Sinking Fund (continued by the Ordinance) to be provided from the Net Revenues (defined as the gross revenues of the sewage works of the City after the deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage works of the City. The payment of this Bond ranks on a parity with the payment of the Outstanding Parity Bonds (as defined in the Ordinance) and the City's [Taxable] Sewage Works Refunding Revenue Bonds, Series 2020[A][B] (the "[Taxable] 2020[A][B] Bonds"). The City reserves the right to issue additional bonds on a parity with the Bonds of this issue, as provided in the Ordinance.

The City of Lafayette, Indiana irrevocably pledges the entire Net Revenues of said sewage works to the prompt payment of the principal of and interest on the Bonds authorized by said Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Outstanding Parity Bonds and the [Taxable] 2020[A][B] Bonds, to the extent necessary for that purpose, 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, repair and maintenance of said works and for the payment of the sums required to be paid into said Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers of the City shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this Bond, the owner of this Bond shall have all of the rights and remedies provided for in the Act, 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 City of Lafayette, Indiana further covenants that it will set aside and pay into its Sewage Works Sinking Fund a sufficient amount of the Net Revenues of said works to meet (a) the interest on all bonds which by their terms are payable from the revenues of the sewage works, 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 revenues of the sewage works, as such principal shall fall due, and (d) an additional amount to [create and] maintain the reserves required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of said works, on a parity with the payment of the Outstanding Parity Bonds and the [Taxable] 2020[A][B] Bonds.

[The Bonds of this issue are <u>not</u> subject to optional redemption prior to maturity.]

[The Bonds of this issue maturing on _____ 1, 20__, and thereafter, are redeemable at the option of the City on _____ 1, 20__, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City 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 _____ 1, 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:

Date	Amount

*Final Maturity]

[Each Five Thousand Dollars ($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.]

[Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the City, as of the date which is forty-five (45) days prior to such redemption date, not less than 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 City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.]

If this Bond shall not be presented for payment [or redemption] on the date fixed therefor, the City 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 City shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the City 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 City, 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 if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of $5,000 or any integral multiple 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, the City of Lafayette, in Tippecanoe County, Indiana, has caused this Bond to be executed in its corporate name by the manual or facsimile signature of the Mayor, countersigned manually or by facsimile by the Controller, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk.

CITY OF LAFAYETTE, INDIANA

_____

Mayor

Countersigned:

_____

Controller

[SEAL]

Attest:

_____

Clerk

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

[INSERT 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 8. Preparation and Sale of Bonds; Official Statement; Refunding Escrow; Ratings; Bond Insurance.

(a) The Controller is hereby authorized and directed to have said Bonds prepared, and the Mayor, the Controller and the Clerk are hereby authorized and directed to execute said Bonds in the form and manner herein provided.

(b) The Controller is hereby authorized and directed to deliver the Bonds to the Underwriter in accordance with an agreement for the purchase of the Bonds between the City and the Underwriter (the "Purchase Agreement"). The substantially final form of Purchase Agreement between the City and the Underwriter is attached hereto as Exhibit A and is hereby approved by the Common Council. The Mayor and the Controller are hereby authorized to execute the Purchase Agreement and deliver the Bonds to the Underwriter so long as their terms are consistent with this ordinance. The Purchase Agreement shall establish final principal amounts, purchase prices, interest rates, maturity schedules and redemption features, if any.

(c) The Bonds, when fully paid for and delivered to the Underwriter, shall be the binding special revenue obligations of the City, payable out of the Net Revenues of the City's sewage works, on a parity with the Outstanding Parity Bonds, to be set aside into the Sinking Fund as herein provided. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the refunding of the Refunded Bonds and the expenses necessarily incurred in connection with the Bonds, including the funding of a reserve, if necessary. The proper officers of the City 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.

(d) The preparation and distribution of an official statement (preliminary and final) prepared by Crowe, LLP, on behalf of the City for the Bonds, is hereby authorized. The Mayor and Controller are hereby authorized and directed to execute the preliminary official statement on behalf of the City in a form consistent with this ordinance and are further authorized to designate such preliminary official statement as "nearly final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule").

(e) The Controller is hereby authorized to appoint a financial institution to serve as escrow trustee (the "Escrow Trustee") for the Refunded Bonds in accordance with the terms of the Escrow Agreement between the City and the Escrow Trustee (the "Escrow Agreement"). The substantially final form of Escrow Agreement attached hereto as Exhibit B is hereby approved by the Common Council, and the Mayor and the Controller are hereby authorized and directed to complete, execute and attest the same on behalf of the City so long as its provisions are consistent with this ordinance.

(f) The execution, by either the Mayor, the Controller, the Underwriter, the Escrow Trustee, or the City's municipal advisor, of a subscription for United States Treasury Obligations – State and Local Government Series for investment of proceeds of the Bonds allocable to the refunding of the Refunded Bonds to be held under the Escrow Agreement in a manner consistent with this ordinance is hereby approved.

(g) The Controller, with the advice of the City'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.

(h) In the event the municipal advisor to the City certifies to the City that it would be economically advantageous for the City to obtain bond insurance for the Bonds, the City hereby authorizes the purchase of such bond insurance. In such case, the Mayor, the Controller and the Clerk 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 sewage works.

Section 9. Use of Proceeds.

Proceeds of the Bonds shall be applied as follows and in the following order:

(a) *First*, concurrently with the delivery of the Bonds, the Controller shall either:

(i) acquire, with proceeds of the Bonds and cash on hand, direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America (the "Government Obligations") to be used, together with certain cash from the proceeds of the Bonds and cash on hand, to refund and legally defease the Refunded Bonds all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, the Controller shall deposit Government Obligations and certain cash with the Escrow Trustee under the Escrow Agreement in an amount sufficient to provide money for payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds from the date of delivery of the Bonds to the earliest date upon which the Refunded Bonds may be called for redemption. As an alternative to purchasing Government Obligations, the Controller, with the advice of the City's municipal advisor, may deposit cash proceeds of the Bonds and cash on hand with the Escrow Trustee in an amount sufficient to refund and legally defease the Refunded Bonds. The Controller shall obtain a verification of an accountant as to the sufficiency of the funds deposited in the Trust Account under the Escrow Agreement to accomplish said refunding and legal defeasance of the Refunded Bonds; or

(ii) deliver cash to the holder of the Refunded Bonds from proceeds of the Bonds and cash on hand, in an amount sufficient to provide for the redemption in full of the then outstanding principal of and interest on the Refunded Bonds, together with redemption premium, if any. The Controller shall obtain a verification of an accountant as to the required dollar amount necessary to be delivered to the holder of the Refunded Bonds to accomplish said refunding of the Refunded Bonds as of the date of delivery of

the Bonds. In addition, the Controller shall obtain the prior consent of the holder of the Refunded Bonds to permit the redemption of the Refunded Bonds on the date of delivery of the Bonds. The Controller is hereby authorized to contact the holder of the Refunded Bonds, deliver any necessary notices of redemption and take any such further actions as are necessary to permit the redemption of the Refunded Bonds on the date of delivery of the Bonds

The options in (i) and (ii) above shall be undertaken by the Controller separately for each series of the Refunded Bonds.

(b) *Second*, if proceeds of the Bonds will be used to fund all or a portion of a reserve for the Bonds, the Controller shall transfer such proceeds to the 2020 Reserve Account of the Sinking Fund, as hereinafter described.

(c) *Third*, the remaining proceeds from the sale of the Bonds shall be applied by the Controller to cost of issuance of the Bonds not otherwise paid. Prior to the delivery of the Bonds, the Controller shall obtain the legal opinion of Bose McKinney & Evans LLP, bond counsel, of Indianapolis, Indiana, and shall furnish such opinion to the Underwriter. The cost of the opinion shall be considered as part of the costs incidental to the issuance of the Bonds and shall be paid out of the proceeds thereof. When all costs of issuance of the Bonds have been paid, the Controller shall then transfer any amount then remaining from the proceeds of the Bonds to the hereinafter described Sinking Fund.

Section 10. Revenue Fund.

There is hereby continued a fund known as the Revenue Fund (the "Revenue Fund"). All revenues derived from the operation of the sewage works and from the collection of sewer rates and charges shall be deposited in the Revenue Fund. Out of these revenues, the proper and reasonable expenses of operation, repair and maintenance of the sewage works shall be paid, the requirements of the Sinking Fund shall be met, and the costs of replacements, extensions, additions and improvements shall be paid as hereinafter provided. No moneys derived from the revenues of the sewage works shall be transferred to the general fund of the City or be used for any purpose not connected with the sewage works so long as any bonds payable from the Net Revenues of the sewage works are outstanding.

Section 11. Operation and Maintenance Fund.

There is hereby continued a fund known as the Sewage Works Operation and Maintenance Fund (the "Operation & Maintenance Fund"). On the last day of each calendar month, revenues shall be transferred from the Revenue Fund to the Operation & Maintenance Fund. The balance maintained in the Operation & Maintenance Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two calendar months. The moneys credited to the Operation & Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the moneys in the Operation & Maintenance Fund shall be used for depreciation, replacements, improvements, extensions or additions. Any balance in

the Operation & Maintenance Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the sewage works.

Section 12. Sewage Works Sinking Fund.

There is hereby continued the sinking fund, designated as the Sewage Works Sinking Fund (the "Sinking Fund"), for the payment of the principal of and interest on all outstanding revenue bonds which by their terms are payable from the Net Revenues of the sewage works and the payment of any fiscal agency charges in connection with the payment of bonds. There shall be set aside and deposited in the Sinking Fund, as available, and as provided below, a sufficient amount of the Net Revenues of the sewage works to meet the requirements of the Bond and Interest Account and the Outstanding Parity Bonds Reserve Accounts (as hereinafter defined), hereby continued, and the 2020 Reserve Account, hereby created, in the Sinking Fund. Such payments shall continue until the balances in the Bond and Interest Account, the Outstanding Parity Bonds Reserve Accounts and the 2020 Reserve Account, equal the principal of and interest on all of the then outstanding bonds payable from the revenues of the sewage works to their final maturity and provide for payment of all fiscal agency charges. Any funds held in the 2008 Reserve Account and 2009 Reserve Account of the Sinking Fund as a reserve for the 2008 Bonds and 2009 Bonds, respectively, shall be applied to the refunding of the Refunded 2008/2009 Bonds and upon defeasance of the 2008/2009 Refunded Bonds, the 2008 Reserve Account and 2009 Reserve Account of the Sinking Fund shall be closed.

(a) Bond and Interest Account. Any moneys heretofore accumulated to pay principal of and interest on the Refunded Bonds shall be credited to and become a part of the Trust Account under the Escrow Agreement and shall be applied on the first payments made from the Trust Account. There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account, hereby continued within the Sinking Fund, an amount of the Net Revenues equal to at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date and at least one-sixth (1/6) of the principal on 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 date 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 principal and interest on outstanding bonds as the same become payable. The City shall, from the sums deposited in the Sinking 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 principal and interest on the due dates thereof together with the amount of bank fiscal agency charges.

(b) Outstanding Parity Bonds Reserve Accounts. There are hereby continued, within the Sinking Fund, the 2013 Reserve Account, the 2013 Refunding Bonds Reserve Account, the 2014 Reserve Account, the 2016 Reserve Account and the 2017 Reserve Account (collectively, the "Outstanding Parity Bonds Reserve Accounts"), which Outstanding Parity Bonds Reserve Accounts serve as a reserve for the Outstanding Parity Bonds pursuant to and in accordance with the terms and provisions of the respective ordinances authorizing the issuance of the Outstanding

Parity Bonds. The funds and surety bonds held in the Outstanding Parity Bonds Reserve Accounts will be used solely for the Outstanding Parity Bonds and any other bonds payable from the Outstanding Parity Bonds Reserve Accounts and shall not secure nor serve as a reserve for the Bonds.

(c) 2020 Reserve Account. There is hereby created, within the Sinking Fund, the 2020 Reserve Account (the "2020 Reserve Account"). On the date of delivery of the Bonds, funds on hand of the sewage works, Bond proceeds, or a combination thereof may be deposited into the 2020 Reserve Account. The balance to be maintained in the 2020 Reserve Account shall equal but not exceed the least of (i) the maximum annual debt service on the Bonds, (ii) 125% of the average annual debt service on the Bonds or (iii) ten percent (10%) of the proceeds of the Bonds (the "2020 Reserve Requirement"). If the initial deposit into the 2020 Reserve Account does not cause the balance therein to equal the 2020 Reserve Requirement, or if no deposit is made, a sum of Net Revenues shall be credited to the 2020 Reserve Account on the last day of each calendar month until the balance therein equals the 2020 Reserve Requirement. The monthly deposits shall be equal in amount and sufficient to accumulate the 2020 Reserve Requirement within five years of the date of delivery of the Bonds. Any monthly deposits of Net Revenues to the 2020 Reserve Account shall be on a parity with any deposits of Net Revenues to the Outstanding Parity Bonds Reserve Accounts. Funds and surety bonds on deposit in the 2020 Reserve Account will be used solely for the Bonds and shall not secure the Outstanding Parity Bonds.

The 2020 Reserve Account may be satisfied with cash, a debt service reserve surety bond or a combination thereof. If a surety bond is acquired, it must be issued by an insurance company rated in one of the three highest rating categories by either S&P Global Ratings or Moody's Investors Service, with such rating being assessed at the time the surety bond is acquired, and not on any date thereafter. If such a surety bond is acquired, the Mayor and the Controller are hereby authorized to execute and deliver all agreements to the provider of the surety bond to the extent necessary to comply with the terms of such surety bond and the commitment to issue such policy. Such agreements, if any, are hereby deemed a part of this ordinance for all purposes and are hereby incorporated herein by reference.

The 2020 Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds, and the moneys in the 2020 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 2020 Reserve Account shall be made up from the next available Net Revenues remaining after the credits to the Bond and Interest Account on a parity basis with any replenishment of the Outstanding Parity Bonds Reserve Accounts. In the event moneys in the 2020 Reserve Account are transferred to the Bond and Interest Account to pay principal and interest on the Bonds, then such depletion of the balance in the 2020 Reserve Account shall be made up from the next available Net Revenues after the credits to the Bond and Interest Account on a parity with any replenishment of the Outstanding Parity Bonds Reserve Accounts. Any moneys in the 2020 Reserve Account in excess of the 2020 Reserve Requirement shall either be transferred to the Improvement Fund or be used for the purchase of outstanding bonds payable from the Net Revenues of the sewage works or installments of principal of fully registered bonds

payable from the Net Revenues of the sewage works at a price not exceeding par and accrued interest.

(d) Sinking Fund Held in Trust. The Sinking Fund and/or any of the accounts therein may be held in trust and in such case, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account, the Outstanding Parity Bonds Reserve Accounts and the 2020 Reserve Account, as necessary, in accordance with this Section 12, 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 City's outstanding bonds payable from the Net Revenues of the sewage works. The Common Council hereby authorizes the Mayor and the Controller to execute and deliver an agreement with a financial institution to reflect any such trust arrangement for the Sinking Fund and/or any of the accounts therein. The financial institution selected to serve in this role may also serve as Registrar and Paying Agent for the Bonds and the Outstanding Parity Bonds.

Section 13. Sewage Works Improvement Fund.

There is hereby continued a fund designated the Sewage Works Improvement Fund (the "Improvement Fund"). In the event all required monthly payments to the Operation & Maintenance Fund and the Sinking Fund, including the Bond and Interest Account, the Outstanding Parity Bonds Reserve Accounts and the 2020 Reserve Account, have been met to date and the respective reserve requirements of the Outstanding Parity Bonds Reserve Accounts and 2020 Reserve Account have been accumulated, then any excess Net Revenues may be transferred or credited to the Improvement Fund and shall be used for replacement, additions, improvements or extensions of the sewage works, and for any other lawful purpose that is related to the sewage works, including payments in lieu of taxes. Any payments in lieu of taxes from the Improvement Fund shall only be made (i) no more frequently than semiannually on January 2 and July 2 and (ii) only if all monthly deposits required by this ordinance are current and held as of such dates in the Operation & Maintenance Fund and the Sinking Fund. Moneys in the Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal and interest on any then outstanding bonds payable from the Net Revenues of the sewage works or, if necessary, to eliminate any deficiencies in credits to or minimum balances in the Outstanding Parity Bonds Reserve Accounts or the 2020 Reserve Account of the Sinking Fund. Moneys in the Improvement Fund may also be transferred to the Operation & Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the sewage works.

Section 14. Maintenance of Funds; Investments.

The Sinking Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the City. The Operation & Maintenance Fund and the Improvement Fund may be maintained in a single account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other accounts of the City and apart from the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the

applicable laws, including particularly IC 5-13, as amended or supplemented. Any interest income derived from any such investments shall become a part of the moneys in the fund or account so invested, provided, however, that income derived from investment of moneys in the Outstanding Parity Bonds Reserve Accounts and 2020 Reserve Account of the Sinking Fund shall be deposited in the Improvement Fund if the reserve requirements of such accounts have been fully funded.

Section 15. Maintenance of Books and Records.

The City 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 said works and all disbursements made on account of the works, also all transactions relating to said works. There shall be furnished, upon written request, to any owner of the Bonds, the most recent audit report of the sewage works prepared by the State Board of Accounts. Copies of all such statements and reports shall be kept on file in the office of the Controller. Any owner of the Bonds then outstanding shall have the right at all reasonable times to inspect the works and all records, accounts, statements, audits, reports and data of the City relating to the sewage works. Such inspections may be made by representatives duly authorized by written instrument.

Section 16. Rate Covenant.

The City covenants and agrees that it will establish and maintain just and equitable rates or charges for the use of and service rendered by the works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said sewage works by or through any part of the sewage system of the City, or that in any way uses or is served by such works; at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the City) to provide for the proper and reasonable expenses of operation, repair and maintenance of the works, to comply with and satisfy all covenants contained in this ordinance, and to pay all obligations of the sewage works and of the City with respect to the sewage works. Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and maintenance of the sewage works and the requirements of the Sinking Fund. The rates or charges so established shall apply to any and all use of such works by and service rendered to the City and all departments thereof, and shall be paid by the City or the various departments thereof as the charges accrue.

Section 17. 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 Net Revenues of the City's sewage works.

Section 18. Additional Bond Provisions.

The City reserves the right to authorize and issue additional bonds payable out of the revenues of its sewage works ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the sewage works, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund shall have been made in accordance with the provisions of this ordinance, and the interest on and principal of all bonds payable from the revenues of the sewage works shall have been paid to date in accordance with their terms. The reserve requirement shall be satisfied for the additional parity bonds either at the time of delivery of the additional parity bonds or over a five year or shorter period, in a manner which is commensurate with the requirements established in Section 12(c) of this ordinance.

(b) The Net Revenues of the sewage works in the fiscal year immediately preceding the issuance of any such bonds ranking on a parity with the Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued; or, prior to the issuance of said parity bonds, the sewage rates and charges shall be increased sufficiently so that said increased rates and charges applied to the previous year's operations would have produced net operating revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of all bonds payable from the revenues of the sewage works, including the additional parity bonds proposed to be issued. For purposes of this subsection, the records of the sewage works shall be analyzed and all showings prepared by a certified public accountant or nationally recognized financial consultant or consulting engineer employed by the City for that purpose.

(c) The interest on the additional parity bonds shall be payable semiannually on the first days of January and July and the principal on, or mandatory sinking fund redemptions for, the additional parity bonds shall be payable semiannually on the first days of January and July.

(d) So long as any of the Outstanding Parity Bonds are held by the Indiana Finance Authority through its Wastewater Revolving Fund Loan Program (the "SRF Program"), (i) the City obtains the consent of the Indiana Finance Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in this ordinance and any financial assistance agreements with the SRF Program related to such Outstanding Parity Bonds, and (iii) the City is in compliance with its National Pollutant Discharge Elimination System permits, except for non-compliance for which purpose the bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

Section 19. Further Covenants.

For the purpose of further safeguarding the interests of the holders of the Bonds, it is specifically provided as follows:

(a) So long as any of the Bonds are outstanding, the City shall at all times maintain its sewage works in good condition and operate the same in an efficient manner and at a reasonable cost.

(b) So long as any of the Bonds are outstanding, the City shall maintain insurance on the insurable parts of the 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 of Indiana. All insurance proceeds and condemnation awards shall be used in replacing or repairing the property destroyed or damaged.

(c) So long as any of the Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the property and plant of its sewage works system, or any part thereof, and shall not sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said utility, and so long as any Outstanding Parity Bonds sold to the SRF Program are outstanding, the City shall obtain the prior written consent of the Indiana Finance Authority.

(d) So long as any of the Outstanding Parity Bonds sold to the SRF Program are outstanding, the City shall not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the sewage works, other than for normal operating expenditures, without the prior written consent of the Indiana Finance Authority if such undertaking would involve, commit or use the revenues of the sewage works.

(e) Except as hereinbefore provided in Section 18 hereof, so long as any of the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said sewage works shall be authorized, executed, or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds, unless all of the Bonds are redeemed, retired or defeased pursuant to Section 17 hereof coincidentally with the delivery of such additional bonds or other obligations.

(f) The City shall take all 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 sewers. The City shall, insofar as possible, and to the extent permitted by law, cause all such sanitary sewers to be connected with said sewage works.

(g) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds herein authorized, and after the issuance of said Bonds, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights

of the owners of said Bonds nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds or the interest thereon remain unpaid. Except for the changes set forth in Section 22 (a)-(g), this ordinance may be amended, however, without the consent of Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds.

(h) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds herein authorized for the uses and purposes herein set forth, and the owners of the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this ordinance and of said governing 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 Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owners of said Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the governing Act, including the right to have a receiver appointed to administer the sewage works, in the event the City shall fail or refuse to fix and collect sufficient rates and charges for those purposes, or shall fail or refuse to operate and maintain said system and to apply properly the revenues derived from the operation thereof, or if there be a default in the payment of the interest on or principal of the Bonds.

Section 20. Investment of Funds.

The Controller is hereby authorized to invest moneys pursuant to IC 5-1-14-3 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 under federal law. The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts continued, created or referenced herein. In order to comply with the provisions of the ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Controller may pay any such fees as operating expenses of the sewage works.

Section 21. Tax Covenants.

In order to preserve the exclusion of interest on the 2020A Bonds 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 2020A Bonds (the "Code") and as an inducement to purchasers of the 2020A Bonds, the City represents, covenants and agrees that:

(a) The sewage works 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 City or another state or local governmental unit will use more than 10% of the proceeds of the 2020A Bonds or property financed by the 2020A Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by 2020A Bond 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 2020A Bonds. If the City enters into a management contract for the sewage works, the terms of the contract will comply with IRS 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 2020A Bonds.

(b) No more than 10% of the principal of or interest on the 2020A Bonds is (under the terms of the 2020A Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the 2020A Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the 2020A Bond 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 2020A Bond proceeds.

(d) The City reasonably expects, as of the date hereof, that the 2020A Bonds 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 2020A Bonds.

(e) No more than 5% of the proceeds of the 2020A Bonds 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).

(f) The City will not take any action nor fail to take any action with respect to the 2020A Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the 2020A Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the 2020A Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall not be an event of default under this ordinance if the interest on any 2020A Bond 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 2020A Bonds.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such 2020A Bonds.

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

The covenants and agreements of the City set forth in this Section 21 shall not apply to the Taxable 2020B Bonds.

Section 22. Amendments with Consent of Bondholders.

Subject to the terms and provisions contained in this Section and Section 19(g), 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 issued pursuant to this ordinance and 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 City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City 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 in any supplemental ordinance; provided, however, 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

(b) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the sewage works ranking prior to the pledge thereof created by this ordinance; or

(d) 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

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the 2020 Reserve Requirement; or

(g) The extension of mandatory sinking fund redemption dates, 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 Controller of the City, no owner of any Bond issued pursuant to this ordinance 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 City or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, 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 City and the consent of the owners of all the Bonds issued pursuant to this ordinance then outstanding.

Section 23. 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 Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the City 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 Bonds, the Mayor and Controller will execute post-issuance compliance procedures with respect to the Bonds relating to continued compliance of the City with respect to the Tax Sections to preserve the Tax Exemption.

Section 24. Continuing Disclosure.

In order for the Underwriter of the Bonds to comply with the SEC Rule, the Mayor and the Controller are hereby authorized to execute and deliver an agreement by the City to comply with the requirements of a continuing disclosure undertaking by the City pursuant to subsection (b)(5) of the SEC Rule, and any amendments thereto from time to time (the "Continuing Disclosure Agreement"). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. The substantially final form of Continuing Disclosure Agreement attached hereto as Exhibit C and incorporated herein by reference is hereby approved and the Mayor and Controller are authorized to execute the same and to approve such changes in form or substance thereto which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by the execution thereof.

Section 25. Sewer Rates.

The estimates of the rates and charges of the sewage works are set forth in Chapter 6.05 of the City Code hereby incorporated herein by reference.

Section 26. Conflicting Ordinances.

All ordinances and parts of ordinances in conflict herewith, except the ordinances authorizing the Outstanding Parity Bonds, are hereby repealed; provided, however, that this ordinance shall not be construed as adversely affecting the rights of the owners of the Outstanding Parity Bonds or the Refunded Bonds.

Section 27. Headings.

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

Section 28. Effective Date.

This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Lafayette, Tippecanoe County, Indiana, upon this _____ day of _____, 2020.

By:_____
Presiding Officer
Lafayette Common Council

ATTEST:

_____
Cindy Murray, Clerk
City of Lafayette

Presented by me to the Mayor of the City of Lafayette, Tippecanoe County, Indiana, upon this _____ day of _____, 2020.

_____
Cindy Murray, Clerk
City of Lafayette

Signed and Approved by me upon this _____ day of _____, 2020.

_____
Tony Roswarski, Mayor
City of Lafayette

This ordinance sponsored by: Ed Chosnek, City Attorney

EXHIBIT A

Form of Bond Purchase Agreement

$_____
CITY OF LAFAYETTE, INDIANA
SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2020A

$_____
CITY OF LAFAYETTE, INDIANA
TAXABLE SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2020B

BOND PURCHASE AGREEMENT

_____, 2020

City of Lafayette, Indiana
20 North 6th Street
Lafayette, IN 47901
Attention: Tony Roswarski, Mayor

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter") offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with the City of Lafayette, Indiana (the "Issuer") which, upon the Issuer's acceptance of this offer, will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution of this Bond Purchase Agreement by a duly authorized officer of the Issuer, on or before 5:00 P.M., Eastern Time, on the date hereof. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Preliminary Official Statement (as defined below).

1. Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the Issuer's Sewage Works Refunding Revenue Bonds, Series 2020A (the "2020A Bonds"), dated the date of payment for and the delivery of the 2020A Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the 2020A Bonds shall be $_____ (principal amount of the 2020A Bonds, plus original issue premium of $_____, less underwriter's discount of $_____) (the "2020A Purchase Price"). The Underwriter shall pay the 2020A Purchase Price for the 2020A Bonds on the day of the Closing by wiring the 2020A Purchase Price, at the Issuer's direction, to the Issuer's account.

(b) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from

the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the Issuer's Taxable Sewage Works Refunding Revenue Bonds, Series 2020B (the "Taxable 2020B Bonds", together with the 2020A Bonds, the "Bonds"), dated the date of payment for and the delivery of the Taxable 2020B Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Taxable 2020B Bonds shall be $_____ (principal amount of the Taxable 2020B Bonds, plus original issue premium of $_____, less underwriter's discount of $_____) (the "Taxable 2020B Purchase Price"). The Underwriter shall pay the Taxable 2020B Purchase Price for the Taxable 2020B Bonds on the day of the Closing by wiring the Taxable 2020B Purchase Price, at the Issuer's direction, to the Issuer's account.

(c) The Bonds will be issued and secured pursuant to an authorizing Ordinance No. _____ that the Common Council of the Issuer adopted on _____, 2020 (the "Ordinance").

(d) The Bonds are secured by the "Sewage Works Sinking Fund" (as defined in the Ordinance) to which fund there has been legally pledged the Net Revenues (as defined in the Ordinance) of the sewage works of the City on a parity with the Issuer's Outstanding Parity Bonds (as defined in the Ordinance). The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit A attached hereto.

(d) The proceeds received by the Issuer from the sale of the 2020A Bonds will be used: (i) to refund the Refunded 2008/2009 Refunded Bonds (as defined in the Ordinance); (ii) to pay costs for insurance and funding a reserve for the 2020A Bonds; and (iii) to pay issuance costs of the 2020A Bonds.

(e) The proceeds received by the Issuer from the sale of the Taxable 2020B Bonds will be used: (i) to refund the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds (each as defined in the Ordinance); (ii) to pay costs for insurance and funding a reserve for the Taxable 2020B Bonds; and (iii) to pay issuance costs of the Taxable 2020B Bonds.

2. Sale of All the Bonds; Offering. It shall be a condition to the Issuer's obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the Issuer and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth on the inside front cover page of the Official Statement. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the 2020A Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2020A Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the 2020A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of 2020A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2020A Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold 2020A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the 2020A Bonds of that maturity or until all 2020A Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the 2020A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the 2020A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2020A Bonds, the Underwriter will neither offer nor sell unsold 2020A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2020A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the 2020A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the 2020A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a

member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2020A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the 2020A Bonds of that maturity or all 2020A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2020A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the 2020A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2020A Bonds.

(e) The Underwriter acknowledges that sales of any 2020A Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2020A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2020A Bonds to the public),

(iii) a purchaser of any of the 2020A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. Official Statement. The Issuer hereby ratifies and approves the Preliminary Official Statement dated _____, 2020 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The Issuer confirms that the Preliminary Official Statement was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule").

Upon acceptance of this offer, the Issuer shall prepare a final Official Statement and shall, within the earlier of seven (7) business days following the date hereof or two business days prior to the Closing Date (as hereinafter defined), deliver to the Underwriter printed copies of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") in sufficient quantity as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the Issuer hereby approves and authorizes the Underwriter to coordinate the printing of the Official Statement and consents to the electronic distribution of the Official Statement.

5. The Issuer hereby represents, warrants and covenants that:

(a) The Issuer is a duly created and existing public and governmental body acting as a municipality pursuant to the laws of the State of Indiana, and is authorized pursuant to the laws of the State of Indiana and the Ordinance to issue the Bonds.

(b) The Issuer has full legal right, power and authority to (i) adopt the Ordinance and irrevocably pledge the Sewage Works Sinking Fund and Net Revenues as security for the payment of the principal of, premium, if any, and interest on the Bonds; (ii) execute and deliver this Bond Purchase Agreement; (iii) issue, sell and deliver the Bonds to the Underwriter as provided in this Bond Purchase Agreement; (iv) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (v) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Continuing Disclosure Undertaking Agreement to be dated the date of the Bonds' issuance and delivery (the "Continuing Disclosure Agreement") a form of which is attached to the Preliminary Official Statement, and the Official Statement.

(c) The Ordinance has been duly adopted by the Issuer, and the Issuer has duly authorized all necessary action to be taken by the Issuer for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the execution and delivery by the Issuer of the Bonds, this Bond Purchase Agreement and the

Continuing Disclosure Agreement and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Ordinance, the Continuing Disclosure Agreement and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the "Issuer Documents"); and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Ordinance, this Bond Purchase Agreement and any other instrument or agreement to which the Issuer is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed, as applicable, and delivered by the parties hereto, constitutes a legal, valid and binding obligation of the Issuer (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State of Indiana and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(e) When delivered to and paid for by the Underwriter at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, authenticated and delivered by the Issuer and will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State of Indiana and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured as provided in, the Ordinance.

(f) The Issuer has complied, and will at the Closing be in compliance, in all material respects, with the Ordinance and all other agreements relating to projects undertaken by the Issuer or with respect to which the Issuer has assumed responsibility; the Issuer will enter into the Continuing Disclosure Agreement; and except as otherwise disclosed in the Official Statement, the Issuer has complied in all material respects with all of its previous continuing disclosure obligations under the Rule.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened or reasonably anticipated against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Bonds, the Ordinance, this Bond Purchase Agreement, the Continuing Disclosure Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the documents described in (B) below or by the aforesaid documents; or (B) materially adversely affect (1) the transactions contemplated by the Issuer

Documents or the Official Statement, or (2) the exemption of the interest on the Bonds from federal or State of Indiana income taxation.

(h) The Issuer's adoption of the Ordinance, its execution and delivery of the Issuer Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the Issuer's part, a violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State of Indiana, or any rule or regulation of the Issuer, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the Issuer, or its properties, are subject or by which the Issuer, or its properties, are or may be bound or, to the knowledge of the Issuer, any order, rule or regulation of any regulatory body or court having jurisdiction over the Issuer or its activities or properties.

(i) The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by this Bond Purchase Agreement or the Issuer Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, which event of default would affect adversely the transactions contemplated by this Bond Purchase Agreement or the Issuer Documents.

(j) The Issuer is not in material breach of or in default under the Ordinance, any applicable law or administrative regulation of the State of Indiana or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the Issuer is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(k) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the Issuer in connection with the execution, delivery and performance by the Issuer of this Bond Purchase Agreement, the Bonds, and any other agreement or instrument to which the Issuer is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(l) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the truth of the statements made therein.

(m) The Issuer has and will cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(n) All of the audited financial statements of the Issuer present fairly the Issuer's financial condition as of the respective dates and the results of its operations for the respective periods set forth therein and have been prepared in accordance with applicable law. There has been no material adverse change in the financial affairs of the Issuer, except as disclosed specifically in the Official Statement.

(o) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly provide written notice to the Underwriter thereof, and if, in the opinion of the Issuer or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. For purposes of this Bond Purchase Agreement, the "end of the underwriting period" shall be deemed to be the Closing Date (as hereinafter defined), unless the Underwriter shall have notified the Issuer to the contrary on or before the Closing Date.

(p) If the Official Statement is supplemented or amended pursuant to subsection (o) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the Issuer shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(q) The information in the Preliminary Official Statement, including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

The execution and delivery of this Bond Purchase Agreement by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations, warranties and covenants contained in this Section 5 are true as of the date hereof; provided that no officer of the Issuer shall be individually liable for the breach of any representation, warranty or

covenant made by the Issuer in this Section 5.

6. Closing. At 10:00 a.m., Eastern Time, _____, 2020 or at such other time or date as the Issuer and the Underwriter shall mutually agree upon (the "Closing Date"), the Issuer shall (a) deliver or cause to be delivered, through the custody of The Depository Trust Company, New York, New York ("DTC"), or at such place as the Underwriter and the Issuer shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the Issuer in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter at Indianapolis, Indiana, or at such other place as the Issuer and the Underwriter may mutually agree upon, the documents described in this Bond Purchase Agreement. Concurrently with the delivery of the Bonds and the documents mentioned in this Bond Purchase Agreement hereof at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the purchase price of the Bonds to the order or account of the Issuer in the amount set forth in Section 1 hereof by wire transfer in immediately available funds. The Closing shall take place at the offices of the Issuer. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

7. Closing Conditions/Right to Cancel. The Underwriter enters into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Ordinance shall be in full force and effect and neither the Ordinance or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the Issuer shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bose McKinney & Evans LLP ("Bond Counsel"), shall be necessary in connection with the transaction contemplated hereby.

(b) The Bonds, as set forth in Section 6, shall be deposited with DTC.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official

statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which in the Underwriter's judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Issuer is in violation of the Securities Act of 1933, as amended, of the Securities Exchange Act of 1934, as amended, or of the Trust Indenture Act of 1939, as amended or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, or escalation thereof, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would make it impracticable for the Underwriter to deliver the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, Indiana or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely

affect or impair the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(vii) any rating agency shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds or Bond Insurer or any other obligations of the Issuer and such action, in the opinion of the Underwriter, would adversely affect or impair the market price or marketability of the Bonds; or

(d) At the Closing, the Underwriter shall receive the following documents:

(i) A duly certified copy of the Ordinance;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix D of the Official Statement together with a supplemental opinion in form and substance satisfactory to the Underwriter, each of which shall be dated the Closing Date;

(iii) The opinion of Chosnek Law P.C. as counsel to the Issuer dated the Closing Date and addressed to the Underwriter in form and substance satisfactory to the Underwriter;

(iv) An opinion of _____ as counsel to the Underwriter dated the Closing Date and addressed to the Underwriter in form and substance satisfactory to the Underwriter;

(v) A certificate of Crowe, LLP as municipal advisor to the Issuer in a form acceptable to the Underwriter dated the date of Closing;

(vi) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the Issuer herein are true and correct in all material respects as of the date of Closing; (B) the financial information relating to the Issuer provided to the Underwriter presents fairly the financial position of the Issuer as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (C) there has not been any material adverse change in the financial condition of the Issuer taken as a whole or no increase in the Issuer's indebtedness for borrowed money, other than as previously disclosed to the Underwriter; (D) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Resolution, or the validity or enforceability of the Bonds, or the security therefor; and (E) the Issuer has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

(vii) A photocopy of the Official Statement as executed by the Issuer;

(viii) An original Continuing Disclosure Undertaking Agreement;

(ix) One counterpart original of a transcript of all proceedings relating to the authorization and issuance of the Bonds;

(x) Specimen Bonds;

(xi) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer to the effect that the information contained in the Official Statement as of the date of Closing is correct in all material respects;

(xii) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s) to the effect that the Ordinance has been duly adopted and remains in full force and effect;

(xiii) Federal tax form 8038-G prepared with respect to the 2020A Bonds and ready for filing;

(xiv) The Nonarbitrage and Federal Tax Matters Certificate of the Issuer in respect of the 2020A Bonds in a form and content satisfactory to the Underwriter;

(xv) A Parity Report prepared by Crowe, LLP in a form and content satisfactory to the Underwriter;

(xvi) Evidence that the insured rating of the Bonds is not less than "___";

(xvii) A municipal bond insurance policy issued by the Bond Insurer guaranteeing the payment when due of the principal of and interest on the Bonds, as well as a debt service reserve insurance/surety policy;

(xviii) A paying agency agreement by and between _____ and the Issuer dated the date of Closing; and

(xix) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the Issuer at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Ordinance.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall have any further obligations hereunder, except that Sections (8) and (9) and the representations and

warranties of the Issuer contained herein (as of the date made) will continue in full force and effect.

8. Survival. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

9. Payment of Expenses. The Issuer shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, and mailing, of the Official Statement; (ii) the fees and disbursements of Bond Counsel, counsel for the Issuer, the municipal advisor, and counsel for the Underwriter; (iii) the fees and disbursements of any auditors and other experts retained by the Issuer; (iv) fees charged by the rating agencies for the rating of the Bonds; (v) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda; and (vi) all other expenses incident to the performance of its obligations under the offering. If the Bonds are not sold by the Issuer to the Underwriter, the Issuer shall pay all such expenses incident to the performance of the Issuer's obligations hereunder as provided in this Section. Notwithstanding the foregoing, the Underwriter shall be responsible for paying all fees to the MSRB in connection with the issuance of the Bonds and costs and fees of obtaining CUSIP number(s) assigned for the Bonds.

10. Indemnification. The Issuer agrees, to the extent permitted by law, to indemnify and hold harmless the Underwriter, the directors, officers, employees, counsel, and agents of Underwriter and each person who controls any Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon or related to: (i) any breach by the Issuer of any representations, warranties or covenants set forth the Issuer Documents; or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. This indemnity agreement will be in addition to any liability which the Issuer may otherwise have.

11. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing or by telex or telecopy to the address shown below, and any notice under this Bond Purchase Agreement to the Underwriter may be given by delivering the same in writing to the Underwriter as follows:

City of Lafayette, Indiana
20 North 6th Street
Lafayette, IN 47901
Attention: Mayor

Robert W. Baird & Co. Incorporated
10 West Market Street, Suite 2450,
Indianapolis, Indiana 46204
Attention: Landon Boehm, Managing Director

With a copy to: _____
_____
_____
Attention: _____

12. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

13. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer.

14. Arm-Length Transaction. The Issuer acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the Issuer prior disclosures regarding their role as underwriters, their compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the Issuer that the Underwriter is not acting as a municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), the Underwriter is not an agent of the Issuer, and the Underwriter does not have a fiduciary duty to the Issuer in connection with the matters contemplated by this Agreement. The Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

15. Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have

the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of is binding on Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as agent or fiduciary, and the Underwriter's engagement is as an independent contractor and not in any other capacity. The Issuer agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter has or is currently advising the Issuer on related or other matters.

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Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: _____
Landon Boehm, Managing Director

[Underwriter Signature Page for Bond Purchase Agreement related to the City of Lafayette, Indiana Sewage Works Refunding Revenue Bonds, Series 2020A and Taxable Sewage Works Refunding Revenue Bonds, Series 2020B]

Accepted and agreed to as
of the date first above written:

CITY OF LAFAYETTE, INDIANA

By:_____
Tony Roswarski, Mayor

Attest:

By:_____
Tim Clary, Controller

[City Signature Page for the Bond Purchase Agreement related to the City of Lafayette, Indiana Sewage Works Refunding Revenue Bonds, Series 2020]

EXHIBIT A

2020A Bonds

Designation:	City of Lafayette, Indiana Sewage Works Refunding Revenue Bonds, Series 2020A
Principal Amount:	$_____
Denominations:	$5,000 and any integral multiple thereof
Dated:	_____, 2020
Maturities, Interest Rates and Prices:	Maturing on January 1 and July 1, with interest payable semiannually on January 1 and July 1 of each year, commencing _____ 1, 2021, in the amounts and at the interest rates, as shown below:

Maturity Date	Amount	Interest Rate	Price

Optional Redemption: .

Taxable 2020B Bonds

Designation:	City of Lafayette, Indiana Taxable Sewage Works Refunding Revenue Bonds, Series 2020B
Principal Amount:	$_____
Denominations:	$5,000 and any integral multiple thereof
Dated:	_____, 2020
Maturities, Interest Rates and Prices:	Maturing on January 1 and July 1, with interest payable semiannually on January 1 and July 1 of each year, commencing _____ 1, 2021, in the amounts and at the interest rates, as shown below:

Maturity Date	**Amount**	**Interest Rate**	**Price**

Optional Redemption: .

EXHIBIT B

$_____
CITY OF LAFAYETTE, INDIANA
SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2020A

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which Baird has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Lafayette, Indiana.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information may be relied upon by the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bose McKinney & Evans LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

ROBERT W. BAIRD & CO. INCORPORATED,
as Underwriter

By: _____

Name: _____

Title: _____

Dated: _____ ___, 2020

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

General Rule Maturities

Maturity Date	Amount	Rate	Yield	Price

Hold-the-Offering-Price Maturities

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

EXHIBIT B

Form of Escrow Agreement

ESCROW AGREEMENT

BETWEEN

THE

CITY OF LAFAYETTE, INDIANA,

AND

_____

As Escrow Trustee

SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2020A
AND
TAXABLE SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2020B

Dated _____, 2020

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") made and entered into as of _____, 2020, by and between the City of Lafayette, Indiana (the "City"), and Regions Bank (the "Escrow Trustee"), a national banking association organized under the laws of the United States of America, having its principal corporate trust office in Indianapolis, Indiana, as Escrow Trustee under this Escrow Agreement with the City.

WITNESSETH

WHEREAS, Indiana Code, Title 5, Article 1, Chapter 5 (the "Act"), has been enacted by the legislature of the State of Indiana; and

WHEREAS, the Act declares that the refunding of bonds to effect a savings for the City or to relieve the City of restrictive covenants which impede additional financings and the issuance of refunding bonds to accomplish the refunding constitute a public purpose; and

WHEREAS, the Act provides that the proceeds of the refunding bonds may be secured by a trust agreement between the City and a corporate trustee; and

WHEREAS, the execution and delivery of this Escrow Agreement has been in all respects duly and validly authorized by Ordinance No. _____ duly passed and adopted by the Common Council of the City on _____, 2020 (the "Ordinance"); and

WHEREAS, the City has heretofore issued, pursuant to authorizing ordinances adopted by the Common Council of the City (collectively, the "Refunded Bonds Ordinances"), its (i) Sewage Works Revenue Bonds of 2008 (the "2008 Bonds"), dated June 4, 2008, now outstanding in the aggregate principal amount of $1,725,000; (ii) Sewage Works Revenue Bonds of 2013 (the "2013 Project Bonds"), dated March 7, 2013, now outstanding in the aggregate principal amount of $16,350,000; (iii) Sewage Works Refunding Revenue Bonds, Series 2013 (the "2013 Refunding Bonds"), dated May 23, 2013, now outstanding in the aggregate principal amount of $26,875,000; and (iv) Sewage Works Revenue Bonds of 2014 (the "2014 Bonds"), dated July 1, 2014, now outstanding in the aggregate principal amount of $7,990,000; and

WHEREAS, the City has concurrently with the execution and delivery of this Escrow Agreement, executed, issued and delivered pursuant to the Ordinance, its Sewage Works Refunding Revenue Bonds, Series 2020A (the "2020A Bonds") in the principal amount of $_____ and its Taxable Sewage Works Refunding Revenue Bonds, Series 2020B (the "Taxable 2020B Bonds") in the principal amount of $_____; and

WHEREAS, the City has deposited with the Escrow Trustee (a) certain hereinafter described securities or evidences thereof in the amount of $_____ (the "2020A Government

Obligations") purchased from proceeds of the 2020A Bonds in the amount of $_____ and funds on hand of the City in the amount of $_____ and (b) cash in the amount of $_____ funded from proceeds of the 2020A Bonds (the "2020A Cash Requirement"), in a total amount sufficient to pay the 2008 Bonds from the date of delivery of the 2008 Bonds to _____, 2020, the earliest redemption date of the 2008 Bonds, with accrued interest to such date; and

WHEREAS, the City has deposited with the Escrow Trustee (a) certain hereinafter described securities or evidences thereof in the amount of $_____ (the "Taxable 2020B Government Obligations") purchased from proceeds of the Taxable 2020B Bonds in the amount of $_____ and funds on hand of the City in the amount of $_____ and (b) cash in the amount of $_____ funded from proceeds of the Taxable 2020B Bonds (the "Taxable 2020B Cash Requirement"), in a total amount sufficient to pay (i) the 2013 Project Bonds which mature on July 1, 2023 through and including January 1, 2034 (the "Refunded 2013 Project Bonds") from the date of delivery of the Refunded 2013 Project Bonds to January 1, 2023, the earliest redemption date of the Refunded 2013 Project Bonds, with accrued interest to such date, (ii) the 2013 Refunding Bonds which mature on July 1, 2023 through and including January 1, 2026 (the "Refunded 2013 Refunding Bonds") from the date of delivery of the Refunded 2013 Refunding Bonds to January 1, 2023, the earliest redemption date of the Refunded 2013 Refunding Bonds, with accrued interest to such date, and (iii) the 2014 Bonds which mature on July 1, 2024 through and including January 1, 2035 (the "Refunded 2014 Bonds") from the date of delivery of the Refunded 2014 Bonds to January 1, 2024, the earliest redemption date of the Refunded 2014 Bonds, with accrued interest to such date; and

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in order to secure the payment of the principal of and interest and redemption premium on the 2008 Bonds, the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds (collectively, the "Refunded Bonds") according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Refunded Bonds, the 2020A Bonds and the Taxable 2020B Bonds, and for and in consideration of the mutual covenants herein contained, and of the acceptance by the Escrow Trustee of the trust hereby created, the City has executed and delivered this Escrow Agreement.

TO HAVE AND TO HOLD the same unto the Escrow Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Refunded Bonds and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Escrow Agreement, and for the equal and ratable benefit and security of all and singular the owners of all Refunded Bonds without preference, priority or distinction as to lien or otherwise of any one Refunded Bond or as between principal and interest; and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Refunded Bonds are to be paid, and a portion of the proceeds of the 2020A Bonds and Taxable 2020B Bonds invested, and

the trusts and conditions upon which the pledged 2002A Government Obligations, Taxable 2020B Government Obligations, 2020A Cash Requirement and Taxable 2020B Cash Requirement are to be held and disbursed, are as follows:

1. The Escrow Trustee acknowledges receipt from the City of the 2020A Government Obligations, as set forth in Exhibit A attached hereto, together with the 2020A Cash Requirement, to be applied on the principal of and interest on the 2008 Bonds in accordance with the schedule set forth in Exhibit B attached hereto. The 2020A Government Obligations have been deposited with the Escrow Trustee and will bear interest at such rates and will mature at such times and in such amounts so that, when paid according to their respective terms, together with the 2020A Cash Requirement, sufficient moneys will be available for the payment of principal of and interest on the 2008 Bonds until _____, 2020, the earliest date upon which the 2008 Bonds may be called for redemption, and the cost of redeeming the 2008 Bonds at a redemption price of 100% of principal amount.

2. The Escrow Trustee acknowledges receipt from the City of the Taxable 2020B Government Obligations, as set forth in Exhibit A attached hereto, together with the Taxable 2020B Cash Requirement, to be applied on the principal of and interest on the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds in accordance with the schedule set forth in Exhibit B attached hereto. The Taxable 2020B Government Obligations have been deposited with the Escrow Trustee and will bear interest at such rates and will mature at such times and in such amounts so that, when paid according to their respective terms, together with the Taxable 2020B Cash Requirement, sufficient moneys will be available for the payment of (i) principal of and interest on the Refunded 2013 Project Bonds until January 1, 2023, the earliest date upon which the Refunded 2013 Project Bonds may be called for redemption, and the cost of redeeming the Refunded 2013 Project Bonds at a redemption price of 100% of principal amount, (ii) principal of and interest on the Refunded 2013 Refunding Bonds until January 1, 2023, the earliest date upon which the Refunded 2013 Refunding Bonds may be called for redemption, and the cost of redeeming the Refunded 2013 Refunding Bonds at a redemption price of 100% of principal amount and (iii) principal of and interest on the Refunded 2014 Bonds until January 1, 2024, the earliest date upon which the Refunded 2014 Bonds may be called for redemption, and the cost of redeeming the Refunded 2014 Bonds at a redemption price of 100% of principal amount.

3. (a) A Trust Account is created hereby for the 2008 Bonds (the "2008 Trust Account"). For purposes of securing payment for the 2008 Bonds, the 2020A Government Obligations and the 2020A Cash Requirement set forth on Exhibit A under the heading "2008 Bonds" will be held in trust by the Escrow Trustee in the 2008 Trust Account and such 2020A Government Obligations on deposit with the Escrow Trustee, including interest to be earned thereon, together with the 2020A Cash Requirement, are pledged solely and irrevocably for the benefit of the owners of the 2008 Bonds. [The City has irrevocably instructed _____, the Registrar and Paying Agent for the 2008 Bonds (the "2008 Bonds Paying Agent"), to duly call the 2008 Bonds for redemption on _____, 2020, and the 2008 Bonds Paying Agent has

agreed to follow such instruction.][The Escrow Trustee serves as Registrar and Paying Agent for the 2008 Bonds and shall duly call the 2008 Bonds for redemption on _____, 2020.]

(b) A Trust Account is created hereby for the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds (the "Refunded 2013 Project Bonds, Refunded 2013 Refunding Bonds and Refunded 2014 Bonds Trust Account", together with the 2008 Trust Account, the "Trust Accounts"). For purposes of securing payment for the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds, the Taxable 2020B Government Obligations and the Taxable 2020B Cash Requirement set forth on Exhibit A under the heading "Refunded 2013 Project Bonds, Refunded 2013 Refunding Bonds and Refunded 2014 Bonds" will be held in trust by the Escrow Trustee in the Refunded 2013 Project Bonds, Refunded 2013 Refunding Bonds and Refunded 2014 Bonds Trust Account and such Taxable 2020B Government Obligations on deposit with the Escrow Trustee, including interest to be earned thereon, together with the Taxable 2020B Cash Requirement, are pledged solely and irrevocably for the benefit of the owners of the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds. [The City has irrevocably instructed _____, the Registrar and Paying Agent for the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds (the "2013 Project/2013 Refunding/2014 Bonds Paying Agent"), to duly call the (i) Refunded 2013 Project Bonds for redemption on January 1, 2023, (ii) Refunded 2013 Refunding Bonds for redemption on January 1, 2023 and (iii) Refunded 2014 Bonds for redemption on January 1, 2024, and the 2013 Project/2013 Refunding/2014 Bonds Paying Agent has agreed to follow such instruction.][[The Escrow Trustee serves as Registrar and Paying Agent for the [Refunded 2013 Project Bonds][Refunded 2013 Refunding Bonds][Refunded 2014 Bonds] and shall duly call the [Refunded 2013 Project Bonds] and [Refunded 2013 Refunding Bonds] for redemption on January 1, 2023][and the Refunded 2014 Bonds for redemption on January 1, 2024.]

(c) The Escrow Trustee and the City agree to redeem on (i) _____, 2020, all outstanding 2008 Bonds due on January 1, 2021 and thereafter, (ii) January 1, 2023 all outstanding Refunded 2013 Project Bonds and Refunded 2013 Refunding Bonds due on July 1, 2023 and thereafter and (iii) January 1, 2024, all outstanding Refunded 2014 Bonds due on July 1, 2024 and thereafter. The [2008 Bonds Paying Agent][Escrow Trustee] shall complete the notice attached as Exhibit C-1 and mail the notice to all registered owners of the 2008 Bonds at least thirty (30) days prior to _____, 2020, substantially in the form attached to this Escrow Agreement as Exhibit C-1. The [2013 Project/2013 Refunding/2014 Bonds Paying Agent][Escrow Trustee] shall complete the notice attached as Exhibit C-2 and mail the notice to all registered owners of the Refunded 2013 Project Bonds and Refunded 2013 Refunding Bonds at least thirty (30) days prior to January 1, 2023, substantially in the form attached to this Escrow Agreement as Exhibit C-2. The [2013 Project/2013 Refunding/2014 Bonds Paying Agent][Escrow Trustee] shall complete the notice attached as Exhibit C-3 and mail the notice to all registered owners of the Refunded 2014 Bonds at least thirty (30) days prior to January 1, 2024, substantially in the form attached to this Escrow Agreement as Exhibit C-3. [The Escrow Trustee will transfer funds to the 2008 Bonds Paying Agent and the 2013 Project/2013

Refunding/2014 Bonds Paying Agent in sufficient time to effectuate timely payments under this Escrow Agreement for the Refunded 2013 Project Bonds, the Refunded 2013 Refunding Bonds and the Refunded 2014 Bonds.]

(c) Any balance remaining in the Trust Accounts after payment of all the Refunded Bonds shall be deposited with the City and used by the City to pay debt service on the 2020 Bonds.

(d) The mathematical calculations of the adequacy of the Trust Accounts to fully provide for all payments enumerated in this Escrow Agreement will be computed at the time of delivery of the 2020 Bonds by _____ (the "Verification Report"). The Escrow Trustee makes no representations as to the adequacy or sufficiency of the funds held or investments held by it and shall not be held responsible for any discrepancies or shortfalls, if any.

3. The City covenants that the proceeds from the sale of 2020 Bonds, any moneys attributable to the proceeds of the 2020 Bonds or the Refunded Bonds, amounts received from the investment of the proceeds of the 2020 Bonds, any other amounts treated as proceeds of the 2020 Bonds under the applicable provisions of the Internal Revenue Code of 1986 as existing on the date of the issuance of the 2020 Bonds (the "Code"), to the extent applicable to the 2020 Bonds or held in funds or accounts under the Refunded Bond Ordinances or the Ordinance, shall not be invested or otherwise used in a manner which would cause the 2020A Bonds to be "arbitrage bonds" within the meaning of the Code and the regulations and rulings promulgated thereunder.

4. The Escrow Trustee hereby accepts the trusts imposed upon it by this Escrow Agreement and agrees to perform these trusts as a corporate trustee ordinarily would perform such trusts under a corporate indenture. The Escrow Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all compensation to all such attorneys, certified public accountants, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Escrow Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the City). The Escrow Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

The Escrow Trustee shall be entitled to payment and/or reimbursement in accordance with the schedule attached hereto as Exhibit D in connection with services under this Escrow Agreement including costs incurred under the preceding paragraph. Such fees shall not constitute a lien against the Trust Accounts. If, after the Refunded Bonds are paid, there are insufficient funds to pay such fees, the City is responsible for the payment of such Escrow Trustee fees and paying agent fees.

5. The Escrow Trustee shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the 2020A Government Obligations and Taxable 2020B Government Obligations in the Trust Accounts and to substitute other government obligations of equal or greater security identified in the Verification Report therefor provided that the Escrow Trustee shall receive (i) the unqualified opinion of nationally recognized municipal bond attorneys prior to any such actions to the effect that such disposition and substitution would not cause any of the Refunded Bonds or the 2020A Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, or any other regulations and rulings to the extent applicable to the Refunded Bonds of the 2020A Bonds; and (ii) the unqualified opinion of a certified public accountant or a firm of certified public accountants to the effect that such disposition and substitution shall not reduce the sufficiency and adequacy of the Trust Accounts to fully provide for all payments enumerated in this Escrow Agreement.

6. This Escrow Agreement is made for the benefit of the City and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Trustee and the City, provided, however, that the City and the Escrow Trustee may, without the consent of, or notice to, such holders, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement, in their sole judgment and discretion, as shall not materially adversely affect the rights of such holders, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Trustee for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers, security or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Trustee; and (iii) to include under this Escrow Agreement additional funds, securities or properties.

7. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

8. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

9. This Escrow Agreement shall be construed and enforced under the laws of the State of Indiana, without regard to conflict of law principles.

10. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Escrow Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the

Escrow Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized to remain closed, with the same force and effect as if done on the nominal date provided in this Escrow Agreement, and no interest shall accrue for the period after such nominal date.

11. This Escrow Agreement shall not be assigned by the Escrow Trustee or any successor thereto without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed for and on their behalf the day and year first hereinabove written.

CITY OF LAFAYETTE, INDIANA

_____
Tony Roswarski, Mayor

_____
Tim Clary, Controller

[SEAL]

_____

By: _____

Printed: _____

Title: _____

Attest:

By: _____

EXHIBIT A

Attached to and made a part of the
Escrow Agreement executed by the
City of Lafayette, Indiana and
_____,
as Escrow Trustee
Dated _____, 2020

SCHEDULE OF 2020A GOVERNMENT OBLIGATIONS

2008 Bonds

Type	Maturity Date	Amount	Coupon Rate
SLGS	__/__/2020	$_____	_____%

Cash in the amount of $_____

SCHEDULE OF TAXABLE 2020B GOVERNMENT OBLIGATIONS

20 Bonds

Type	Maturity Date	Amount	Coupon Rate
SLGS	__/__/2020	$_____	_____%

Cash in the amount of $_____

Refunded 2013 Project Bonds, Refunded 2013 Refunding Bonds and Refunded 2014 Bonds

Type	Maturity Date	Amount	Coupon Rate
SLGS	__/__/202_	$_____	_____%
SLGS	__/__/202_	$_____	_____%
SLGS	__/__/202_	$_____	_____%
SLGS	__/__/202_	$_____	_____%

Cash in the amount of $___

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EXHIBIT B

PAYMENT OF PRINCIPAL AND INTEREST ON REFUNDED BONDS

2008 Bonds

Date	Principal	Interest	Redemption Premium	Total Payment
__/__/2020	$1,725,000	$_____	$0.00	$_____

Refunded 2013 Project Bonds

Date	Principal	Interest	Redemption Premium	Total Payment
01/01/2021	$0.00	$212,168.75	$0.00	$ 212,168.75
07/01/2021	0.00	212,168.75	0.00	212,168.75
01/01/2022	0.00	212,168.75	0.00	212,168.75
07/01/2022	0.00	212,168.75	0.00	212,168.75
01/01/2023	13,790,000.00	212,168.75	$0.00	14,002,168.75

Refunded 2013 Refunding Bonds

Date	Principal	Interest	Redemption Premium	Total Payment
01/01/2021	$0.00	$285,350.00	$0.00	$ 285,350.00
07/01/2021	0.00	285,350.00	0.00	285,350.00
01/01/2022	0.00	285,350.00	0.00	285,350.00
07/01/2022	0.00	285,350.00	0.00	285,350.00
01/01/2023	13,650,000.00	285,350.00	$0.00	13,935,350.00

Refunded 2014 Bonds

Date	Principal	Interest	Redemption Premium	Total Payment
01/01/2021	$0.00	$108,930.00	$0.00	$ 108,930.00
07/01/2021	0.00	108,930.00	0.00	108,930.00
01/01/2022	0.00	108,930.00	0.00	108,930.00
07/01/2022	0.00	108,930.00	0.00	108,930.00
01/01/2023	0.00	108,930.00	0.00	108,930.00
07/01/2023	0.00	108,930.00	0.00	108,930.00
01/01/2024	6,380,000.00	108,930.00	0.00	6,488,930.00

EXHIBIT C-1

NOTICE OF REDEMPTION TO THE HOLDERS OF THE CITY OF LAFAYETTE SEWAGE WORKS REVENUE BONDS OF 2008

NOTICE IS HEREBY GIVEN to the registered owners of the One Million Seven Hundred Twenty-Five Thousand Dollars ($1,725,000) in aggregate principal amount of Sewage Works Revenue Bonds of 2008, of the City, dated June 4, 2008, and maturing semiannually on January 1, 2021 through July 1, 2025, inclusive (the "2008 Bonds"), that the 2008 Bonds will be redeemed on _____, 2020, at the price of one hundred percent (100%) of the par amount thereof (the "Redemption Price"), plus accrued and unpaid interest to _____, 2020.

Payment of the Redemption Price of and accrued interest on the 2008 Bonds will be made upon presentation and surrender of the 2001 Bonds at the corporate trust operations office of _____ (the "Paying Agent").

The 2008 Bonds will cease to bear interest on _____, 2020, whether or not presented for payment on that date.

IMPORTANT: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act") unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your 2008 Bonds for payment.

Dated this ____ day of _____, 2020.

_____

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EXHIBIT C-2

NOTICE OF REDEMPTION TO THE HOLDERS OF THE CITY OF LAFAYETTE SEWAGE WORKS REVENUE BONDS OF 2013 AND SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2013

NOTICE IS HEREBY GIVEN to the registered owners of (i) the Thirteen Million Seven Hundred Ninety Thousand Dollars ($13,790,000) in aggregate principal amount of Sewage Works Revenue Bonds of 2013, of the City of Lafayette, Indiana (the "City"), dated March 7, 2013, and maturing semiannually on July 1, 2023 through January 1, 2034, inclusive (the "Refunded 2013 Project Bonds") and (ii) the Thirteen Million Six Hundred Fifty Thousand Dollars ($13,650,000) in aggregate principal amount of Sewage Works Refunding Revenue Bonds, Series 2013, of the City, dated March 23, 2013, and maturing semiannually on July 1, 2023 through July 1, 2026, inclusive (the "Refunded 2013 Refunding Bonds"), that the Refunded 2013 Project Bonds and the Refunded 2013 Refunding Bonds will be redeemed on January 1, 2023, at the price of one hundred percent (100%) of the par amount thereof (the "Redemption Price"), plus accrued and unpaid interest to January 1, 2023.

Payment of the Redemption Price of and accrued interest on the Refunded 2013 Project Bonds and Refunded 2013 Refunding Bonds will be made upon presentation and surrender of the Refunded Bonds at the corporate trust operations office of _____ (the "Paying Agent").

The Refunded 2013 Project Bonds and Refunded 2013 Refunding Bonds will cease to bear interest on January 1, 2023, whether or not presented for payment on that date.

IMPORTANT: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act") unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your Refunded 2013 Project Bonds and Refunded 2013 Refunding Bonds for payment.

Dated this ____ day of _____, 2022.

_____

Mail to registered owners at least thirty (30) days prior to January 1, 2023.

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EXHIBIT C-3

NOTICE OF REDEMPTION TO THE HOLDERS OF THE CITY OF LAFAYETTE SEWAGE WORKS REVENUE BONDS OF 2014

NOTICE IS HEREBY GIVEN to the registered owners of the Six Million Three Hundred Eighty Thousand Dollars ($6,380,000) in aggregate principal amount of Sewage Works Revenue Bonds of 2014, of the City of Lafayette, Indiana (the "City"), dated July 1, 2014, and maturing semiannually on July 1, 2024 through January 1, 2035, inclusive (the "2014 Bonds"), that the 2014 Bonds will be redeemed on January 1, 2035, at the price of one hundred percent (100%) of the par amount thereof (the "Redemption Price"), plus accrued and unpaid interest to January 1, 2024.

Payment of the Redemption Price of and accrued interest on the 2014 Bonds will be made upon presentation and surrender of the Refunded Bonds at the corporate trust operations office of _____ (the "Paying Agent").

The 2014 Bonds will cease to bear interest on January 1, 2024, whether or not presented for payment on that date.

IMPORTANT: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act") unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your 2014 Bonds for payment.

Dated this ____ day of _____, 2023.

_____

Mail to registered owners at least thirty (30) days prior to January 1, 2024.

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EXHIBIT D

ESCROW TRUSTEE FEES

EXHIBIT C

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE UNDERTAKING AGREEMENT

This CONTINUING DISCLOSURE UNDERTAKING AGREEMENT (the "Disclosure Agreement") is executed and delivered by CITY OF LAFAYETTE, INDIANA (the "Obligor"), in connection with the issuance by the Obligor of its Sewage Works Refunding Revenue Bonds, Series 2020A and Taxable Sewage Works Refunding Revenue Bonds, Series 2020B, in the aggregate principal amounts of $_____ and $_____, respectively (collectively, the "Bonds"). The Bonds are being issued pursuant to (i) Indiana Code 36-9-23 and 5-1-5, each as amended, and (ii) Ordinance No. _____ adopted by the Common Council of the Obligor on _____, 2020 (the "Ordinance") ((i) and (ii) collectively, the "Bond Proceedings"). The Obligor covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement.

(a) This Disclosure Agreement is being executed and delivered by the Obligor for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Agreement shall be deemed to be and shall constitute a contract between the Obligor and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Obligor shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

(c) The Obligor hereby determines that it will be an obligated person with respect to more than $10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding municipal securities that were offered in a transaction exempt pursuant to subsection (d)(1) of the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Bond Proceedings, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean the Obligor, or any successor Dissemination Agent appointed in writing by the Obligor and which has filed with the Obligor a written acceptance of such appointment.

"EMMA" means the Electronic Municipal Market Access system at www.emma.msrb.org, created and operated by the MSRB.

"Financial Obligation" means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of either clause (i) or (ii); provided, however, "Financial Obligation" shall not include any municipal securities (as defined in the 1934 Act) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Official Statement" shall mean the Official Statement for the Bonds dated _____, 2020.

"Participating Underwriter" shall mean Robert W. Baird & Co. Incorporated.

"Rule" shall mean Rule 15c2-12 (17 CFR Part 240, §240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

"SEC" shall mean the United States Securities and Exchange Commission.

"Securities Counsel" shall mean legal counsel expert in federal securities law.

"State" shall mean the State of Indiana.

"SBOA" shall mean the Indiana State Board of Accounts.

Section 3. Provision of Financial Information.

(a) The Obligor hereby undertakes to provide to the MSRB through EMMA, the following financial information:

(1) The report of an independent auditor, which may consist of either the Independent Accountant's Report or the Independent Auditor's Report, and the financial statements of the Obligor, as audited and examined by the SBOA, or an independent auditor and accepted by the SBOA, on an annual basis for each fiscal

year, together with the opinion of the independent auditor and all notes thereto (collectively, the "Audited Information"), by the June 30 immediately following each annual period. Such disclosure of the Audited Information shall first occur by June 30, 2021, and shall be made by June 30 of every year thereafter, if the Audited Information is delivered to the Obligor by June 30 of each annual period, or within 60 days of receipt thereof if not received by June 30; and

(2) No later than June 30 of each year beginning June 30, 2021, the most recent annual financial information for the Obligor including (i) unaudited financial statements of the Obligor and (ii) operating data (excluding any demographic information or forecast) of the general type included under the following headings in Appendix A to the Official Statement (together, with the unaudited financial information, the "Annual Information"), provided, however, that the updated Annual Information may be provided in such format as the Obligor deems appropriate:

[- Largest Sewage Works Customers]

(b) To the extent any Audited Information or Annual Information relating to the Obligor referred to in paragraph (a) of this Section 3 is included in a final official statement (as that term is defined in the Rule) dated within one hundred twenty (120) days prior to the due date for such information for any fiscal year and filed with the MSRB, the Obligor shall have been deemed to have provided that information as of the due date for the immediately preceding fiscal year as required by paragraphs (a)(1) and (2) of this Section 3.

(c) If any Audited Information or Annual Information relating to the Obligor referred to in paragraph (a) of this Section 3 no longer can be generated because the operations to which they related have been materially changed or discontinued, a statement to that effect, provided by the Obligor to the MSRB, along with any other Audited Information or Annual Information required to be provided under this Disclosure Agreement, shall satisfy the undertaking to provide such Audited Information or Annual Information. To the extent available, the Obligor shall cause to be filed along with the other Audited Information or Annual Information operating data similar to that which can no longer be provided.

(d) The disclosure of the Audited Information and Annual Information may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit A attached hereto.

(e) Audited Information and Annual Information required to be provided pursuant to this Section 3 may be provided by a specific reference to such Audited Information or Annual Information already prepared and previously provided to the MSRB, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB.

(f) If, for any reason, the Obligor fails to provide the Audited Information or Annual Information as required by this Disclosure Agreement, the Obligor shall provide notice of such failure in a timely manner to the MSRB in the form of **Exhibit B** attached hereto.

(g) The Obligor and any Dissemination Agent (as described in Section 7) appointed by the Obligor, must file all filings under this Disclosure Agreement with the MSRB through EMMA in an electronic format in the form of a word searchable portable document format (PDF).

Section 4. Accounting Principles. The Annual Information will be prepared on a cash basis as prescribed by the SBOA, as in effect from time to time, as described in the auditors' report and notes accompanying the audited financial statements of the Obligor or those mandated by State law from time to time. The Audited Information of the Obligor, as described in Section 3(a)(1) hereof, will be prepared in accordance with generally accepted accounting standards and Government Auditing Standards issued by the Comptroller General of the United States.

Section 5. Reporting of Listed Events.

(a) The Obligor shall disclose the following events to the MSRB through EMMA, within ten (10) business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws):

(1) non-payment related defaults;

(2) modifications to rights of Bondholders;

(3) Bond calls;

(4) release, substitution or sale of property securing repayment of the Bonds;

(5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;

(6) appointment of a successor or additional trustee or the change of name of a trustee; and

(7) Incurrence of a Financial Obligation of the obligated person or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the obligated person, any of which affect Bondholders.

The disclosure shall be accompanied by a certificate of an authorized representative of the Obligor in the form of **Exhibit C** attached hereto.

(b) The Obligor shall disclose the following events to the MSRB through EMMA, within ten (10) business days of the occurrence of any of the following events, regardless of materiality:

(1) principal and interest payment delinquencies;

(2) unscheduled draws on debt service reserves reflecting financial difficulties;

(3) unscheduled draws on credit enhancements reflecting financial difficulties;

(4) substitution of credit or liquidity providers, or their failure to perform;

(5) defeasances;

(6) rating changes;

(7) adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;

(8) tender offers;

(9) bankruptcy, insolvency, receivership or similar event of the obligated person; and

(10) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

The disclosure shall be accompanied by a certificate of an authorized representative of the Obligor in the form of **Exhibit C** attached hereto.

(c) If the Obligor determines that the occurrence of a Listed Event must be filed as set forth above, the Obligor shall promptly cause a notice of such occurrence to be filed with the MSRB through EMMA. In connection with providing a notice of the occurrence of a Listed Event described above in subsection (b)(5), the Obligor shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the Obligor), solely in its capacity as such, is not obligated or responsible under this Disclosure Agreement to determine the sufficiency of the content of the

notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(e) The Obligor acknowledges that the "rating changes" referred to above in subsection (b)(6) may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Obligor is liable.

(f) The Obligor acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Obligor does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

Section 6. Termination of Reporting Obligation.

(a) The Obligor's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, the prior redemption or the payment in full of all of the Bonds. If the Obligor's obligation to pay the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Obligor, and the Obligor shall have no further responsibility hereunder.

(b) This Disclosure Agreement, or any provision hereof, shall be null and void in the event that the Obligor (i) receives an opinion of Securities Counsel, addressed to the Obligor, to the effect that those portions of the Rule, which require such provisions of this Disclosure Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB through EMMA.

Section 7. Dissemination Agent. The Obligor, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. Except as otherwise provided in this Disclosure Agreement, the Dissemination Agent (if other than Obligor) shall not be responsible in any manner for the content of any notice or report prepared by the Obligor pursuant to this Disclosure Agreement.

Section 8. Amendment; Waiver.

(a) Notwithstanding any other provisions of this Disclosure Agreement, this Disclosure Agreement may be amended, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(1) if the amendment or waiver relates to a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or

status of the Obligor, or type of business conducted by the Obligor or in connection with the refunding referred to in the Official Statement;

(2) this Disclosure Agreement, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) the amendment or waiver either (A) is approved by the Bondholders in the same manner as provided in the Ordinance for amendments to the Ordinance with the consent of the Bondholders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Agreement, the Obligor shall describe such amendment or waiver in the next Annual Information and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the financial information required to be included in the Audited Information or Annual Information pursuant to Section 3 of this Disclosure Agreement, the first Audited Information or Annual Information that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the financial information required to be provided in the Audited Information or Annual Information can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Audited Information or Annual Information that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 3 of this Disclosure Agreement, the Audited Information or Annual Information for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be sent by the Obligor, or the Dissemination Agent (if other than the Obligor) at the written direction of the Obligor, to the MSRB through EMMA.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Obligor from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Audited Information, Annual Information or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Obligor chooses to include any information in any Audited Information, Annual Information or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Agreement, the Obligor shall have no obligation under this Disclosure Agreement to update such information or include it in any future Audited Information, Annual Information or notice of occurrence of a Listed Event.

Section 10. Failure to Comply. In the event of a failure of the Obligor or the Dissemination Agent (if other than the Obligor) to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the Obligor or the Dissemination Agent (if other than the Obligor) under this Disclosure Agreement, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Agreement shall not constitute a default with respect to the Bonds or under the Ordinance. Notwithstanding the foregoing, if the alleged failure of the Obligor to comply with this Disclosure Agreement is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than twenty percent (20%) of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the Obligor shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Agreement.

Section 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Obligor, the Dissemination Agent, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

Section 13. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Agreement, and, in the sole determination of the Obligor or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the Obligor or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of such information and notices.

Section 14. Additional Disclosure Obligations. The Obligor acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Obligor, and that under some circumstances, compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Obligor under such laws.

Section 15. Prior Undertakings. Except as disclosed in the Official Statement, during the past five (5) years the Obligor has not failed to comply, in all material respects, with any previous undertakings.

Section 16. Governing Law. This Disclosure Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

Section 17. Severability. If any portion of this Disclosure Agreement is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability or enforceability of the remaining portions of this Disclosure Agreement shall not be affected, and this Disclosure Agreement shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

Signature Page to Continuing Disclosure Undertaking Agreement

CITY OF LAFAYETTE, INDIANA

By:_____
Tony Roswarski, Mayor

ATTEST:

_____
Tim Clary, Controller

Dated: _____, 2020

EXHIBIT A

CERTIFICATE RE: [ANNUAL][AUDITED] INFORMATION DISCLOSURE

Name of Obligor: City of Lafayette, Indiana

Name of Bond Issue: Sewage Works Refunding Revenue Bonds, Series 2020A and Taxable Sewage Works Refunding Revenue Bonds, Series 2020B

Date of Bonds: _____, 2020

The undersigned, on behalf of the above referenced Obligor, as the Obligor under the Continuing Disclosure Undertaking Agreement, dated _____, 2020 (the "Disclosure Agreement"), hereby certifies that the information enclosed herewith constitutes the [Annual][Audited] Information (as defined in the Disclosure Agreement) which is required to be provided pursuant to Section 3(a) of the Disclosure Agreement.

CITY OF LAFAYETTE, INDIANA

By_____

Its_____

Dated:_____

EXHIBIT B

NOTICE OF FAILURE TO FILE INFORMATION

Name of Obligor: City of Lafayette, Indiana

Name of Bond Issue: Sewage Works Refunding Revenue Bonds, Series 2020A and Taxable Sewage Works Refunding Revenue Bonds, Series 2020B

Date of Bonds: _____, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided the [Annual][Audited] Information as required by Section 3(a) of the Continuing Disclosure Undertaking Agreement of the Obligor, dated _____, 2020.

CITY OF LAFAYETTE, INDIANA

By_____

Its_____

Dated:_____

EXHIBIT C

CERTIFICATE RE: EVENT DISCLOSURE

The undersigned, on behalf of the City of Lafayette, Indiana, as Obligor under the Continuing Disclosure Undertaking Agreement, dated _____, 2020 (the "Disclosure Agreement"), hereby certifies that the information enclosed herewith constitutes notice of the occurrence of an event which is required to be provided pursuant to Section 5 of the Disclosure Agreement.

Dated: _____

CITY OF LAFAYETTE, INDIANA

By: _____

Name: _____

Title: _____

FILED
CITY CLERK
2020 SEP 19 A 10: 1'
CITY

ORDINANCE 2020-28

2021 GLPTC BUDGET
AN ORDINANCE APPROPRIATING MONEY
FOR THE GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
AS REQUIRED PURSUANT TO INDIANA CODE 6-1.1-17-20

WHEREAS, pursuant to Indiana Code 6-1.1-17-20, the City of Lafayette, Indiana is the adopting unit for the 2021 Greater Lafayette Public Transportation Corporation budget;

WHEREAS, GLPTC has presented their proposed 2021 budget to the Common Council;

NOW THEREFORE, BE IT ORDAINED by the Lafayette Common Council that for the expenses of Greater Lafayette Public Transportation Corporation for the fiscal year commencing on January 1, 2021 and ending December 31, 2021, the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided by the law, all as set forth on the 2021 Budget which is attached hereto, made a part hereof, and marked as Exhibit A.

ADOPTED AND PASSED BY THE COMMON COUNCIL of the City of Lafayette, Indiana this _____day of _____, 2020.

_____
Nancy Nargi, President

ATTEST:

_____
Cindy Murray, City Clerk

General Fund

Proposed FY2021 Budget

	2020 Budget	2021 Budget	%Δ
Personnel Expenditures	**$ 10,209,335**	**$ 10,361,078**	**1.49%**
Operator Wages	$ 4,960,000	$ 5,015,500	1.12%
Administrative Wages	$ 1,475,000	$ 1,500,000	1.69%
Maintenance Wages	$ 790,000	$ 775,000	-1.90%
FICA	$ 552,713	$ 557,723	0.91%
PERF	$ 794,750	$ 801,955	0.91%
Life & Health Insurance	$ 1,400,000	$ 1,485,900	6.14%
Unemployment Insurance	$ 78,000	$ 85,000	8.97%
Work Comp Insurance	$ 75,622	$ 55,000	-27.27%
Unform Rental and Cleaning	$ 45,000	$ 45,000	0.00%
Tool Allowance/Fringe Benefits	$ 38,250	$ 40,000	4.58%
Affordable Care Act Fees	-	-	0.00%
Commodities	**$ 1,347,600**	**$ 1,217,151**	**-9.68%**
Diesel Fuel	$ 350,000	$ 250,000	-28.57%
Natural Gas Fuel	$ 300,000	$ 300,000	0.00%
Gasoline	$ 18,000	$ 18,000	0.00%
Oil & Antifreeze	$ 60,000	$ 50,000	-16.67%
Repair Parts, Revenue Vehicles	$ 400,000	$ 378,438	-5.39%
Repair Parts, Fixed Equipment	$ 20,000	$ 12,213	-38.94%
Tires and Batteries	$ 10,000	$ 10,000	0.00%
Cleaning Supplies	$ 17,000	$ 35,000	105.88%
Building Materials	$ 2,600	$ 10,000	284.62%
Postage & Freight	$ 8,000	$ 8,000	0.00%
Office Supplies	$ 17,500	$ 17,500	0.00%
Other Materials, General Business	$ 117,000	$ 100,000	-14.53%
Other Materials, Billable	$ 25,000	$ 25,000	0.00%
Other Materials, Maintenance	$ 2,500	$ 3,000	20.00%
Services and Charges	**$ 1,428,996**	**$ 1,616,030**	**13.09%**
Attorney & Audit	$ 70,000	$ 90,000	28.57%
Contractual Maintenance Svcs	$ 265,000	$ 280,000	5.66%
Custodial Services	$ 36,000	$ 125,000	247.22%
Contractual Services, Administrative	$ 220,000	$ 200,000	-9.09%
Utilities, Telephone	$ 16,000	$ 18,000	12.50%
Utility Expense, Electric	$ 70,000	$ 70,000	0.00%
Utility Expense, Water & Sewage	$ 32,000	$ 45,000	40.63%
Utilities, Natural Gas Heat	$ 30,000	$ 25,000	-16.67%
Advertising & Promotions	$ 150,000	$ 200,000	33.33%
Exterior Advertising	$ 45,000	$ 70,000	55.56%
Printing	$ 40,000	$ 36,000	-10.00%
Advertising Fees (Legal Advertising)	$ 1,000	$ 1,000	0.00%
Dues & Subscriptions	$ 30,000	$ 25,000	-16.67%
Travel & Meeting Expenses	$ 50,000	$ 65,000	30.00%
Premium on PL & PD	$ 160,000	$ 147,743	-7.66%
Payouts PL & PD	$ 96,000	$ 96,000	0.00%
Premium on Other Insurance	$ 66,000	$ 80,000	21.21%
Vehicle Registration Fees	$ 300	$ 300	0.00%
Short Term Interest	$ 51,696	$ 41,987	-18.78%
OPERATING EXPENSES:	**$ 12,985,931**	**$ 13,194,259**	**1.60%**
Capital Reserves	$ (525,000)	$ (400,000)	-23.81%
Capital Debt Service (Long Term)	$ 719,933	$ 729,672	1.35%
Local Contribution to Capital	$ 666,394	$ 1,207,615	81.22%
TOTAL OPERATING AND CAPITAL	**$ 13,847,258**	**$ 14,731,546**	**6.39%**

Cumulative Capital Fund

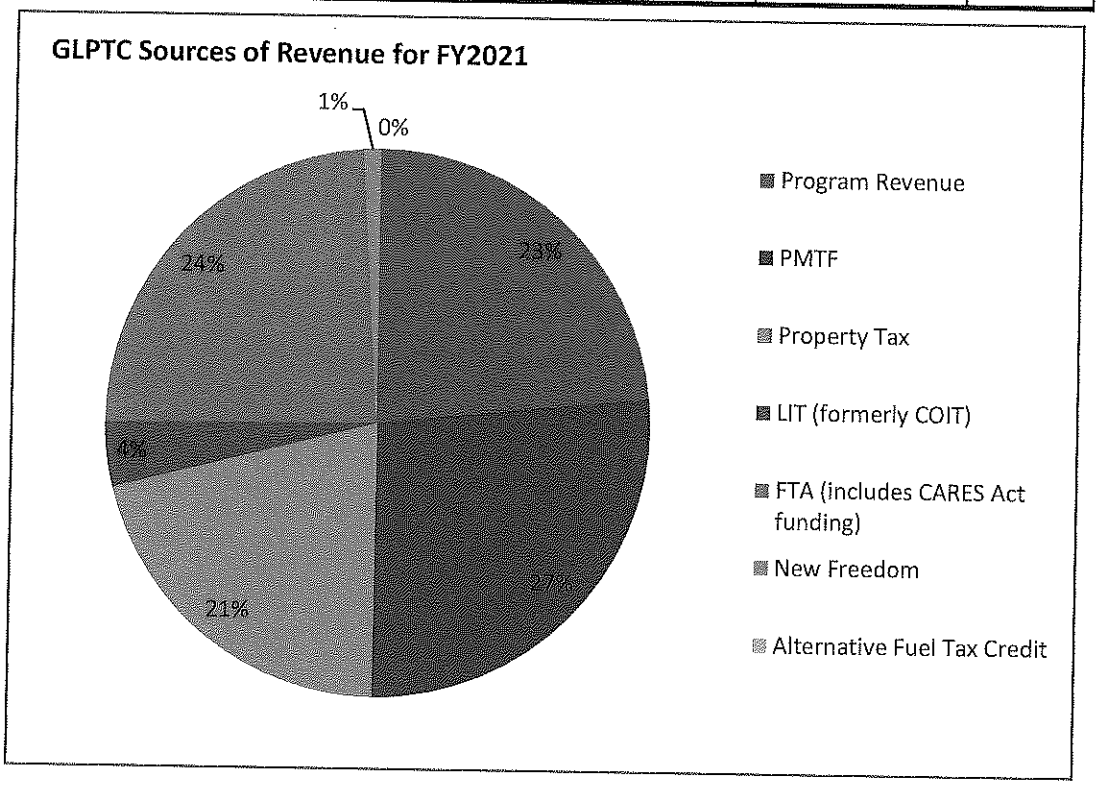
Proposed FY2021 Budget

	2020 Budget	2021 Budget	%Δ
Supplies	$ -	$ -	0.00%
Other Services and Charges	$ -	$ -	0.00%
Capital Outlay	$ 666,394	$ 1,207,615	81.22%
Debt Service	$ 719,933	$ 729,672	1.35%
Budget	**$ 1,386,327**	**$ 1,937,287**	**39.74%**
Additional Appropriation Request	$ -	$ -	0.00%
Special Transportation Cumulative Capital	**$ 1,386,327**	**$ 1,937,287**	**39.74%**

OPERATING REVENUES

Proposed FY2021 Budget

	2020 Budget	2021 Budget	%Δ
Program Revenue	$ 4,041,980	$ 3,174,212	-21.47%
PMTF	$ 4,251,974	$ 3,614,178	-15.00%
Property Tax	$ 2,851,371	$ 2,851,371	0.00%
LIT (formerly COIT)	$ 688,549	$ 516,412	-25.00%
FTA (includes CARES Act funding)	$ 2,116,190	$ 3,268,087	54.43%
New Freedom	$ 70,000	$ 142,000	102.86%
Alternative Fuel Tax Credit	$ -	$ -	0.00%
TOTAL REVENUE	**$ 14,020,064**	**$ 13,566,260**	**-3.24%**
Capital Reserves	$ 348,000	$ 400,000	14.94%
Capital Debt Service (Long Term)	$ (719,933)	$ (729,672)	1.35%
Local Contribution to Capital	$ (666,394)	$ (1,207,615)	81.22%
TOTAL OPERATING REVENUES	**$ 12,981,737**	**$ 12,028,973**	**-7.34%**



CITY CLERK
2020 OCT 19 A 8:2

Ordinance No. 2020-29

2021 BUDGET ORDINANCE
AN ORDINANCE APPROPRIATING MONEY FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF SEVERAL DEPARTMENTS OF THE CITY GOVERNMENT OF THE CITY OF LAFAYETTE, INDIANA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021, INCLUDING THE OUTSTANDING CLAIMS AND OBLIGATIONS AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT.

Section 1. Be it Ordained by the Common Council of the Civil City of Lafayette, Indiana that for the expenses of the city government and its institutions for the fiscal year commencing on January 1, 2021 and ending December 31, 2021, the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purposes herein specified, subject to the laws governing the same and subject also to the conditions provided in the ordinance. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided by the law, all as set forth on the 2021 Budget which is attached hereto, made a part hereof, and marked as Exhibit A.

Section 2. That this Ordinance shall be in full force and effect from and after its passage by the Common Council and approved by the Mayor, and upon approval of the Indiana Department of Local Government Finance.

ADOPTED AND PASSED BY THE COMMON COUNCIL of the City of Lafayette, Indiana this _____day of _____, 2020.

_____
Nancy Nargi, President

ATTEST:

_____
Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, for his approval and signature this_____day of _____, 2020.

_____
Cindy Murray, City Clerk

This Ordinance approved and signed by me on this_____day of _____, 2020.

_____
Tony Roswarski, Mayor

ATTEST:

_____
Cindy Murray, City Clerk

Sponsored by: Mayor Tony Roswarski

		City of Lafayette Indiana	
		2021 Budget	
		Ordinance No. 2020-29	
General Fund			
Mayor & Communications			
1010	001	412010__Salaries/Wages	$ 79,600
		413010__Payroll Taxes	6,020
		413030__PERF	8,750
		413120__Promotional	15,000
		421020__Office Supplies - Station/Prnt	1,400
		421050__Office Supplies - General	1,800
		423050__Repair/Maint Suppl - Equ Rpair	300
		432030__Comm/Trans - Travel Expenses	7,500
		439030__Dues and Subscription	4,500
		Department Total	124,870
Controller's Office			
1010	002	412010__Salaries/Wages	140,000
		413010__Payroll Taxes	10,800
		413030__PERF	15,500
		413110__Instructional	6,000
		421050__Office Supplies - General	1,200
		432030__Comm/Trans - Travel Expenses	1,000
		Department Total	174,500
Clerk's Office			
1010	003	412010__Salaries/Wages	98,000
1010		412015__Salaries/Wages - Perfrm Incent	1,200
1010		413010__Payroll Taxes	7,500
1010		413030__PERF	11,000
1010		413110__Instructional	1,150
1010		413120__Promotional	500
1010		421020__Office Supplies - Station/Prnt	400
1010		421050__Office Supplies - General	800
1010		423050__Repair/Maint Suppl - Equ Rpair	400
1010		432030__Comm/Trans - Travel Expenses	650
1010		439030__Dues and Subscription	600
		Department Total	122,200
Human Resources			
1010	004	412010__Salaries/Wages	96,000
1010		412015__Salaries/Wages - Perfrm Incent	1,500
1010		413010__Payroll Taxes	7,200
1010		413030__PERF	10,500
1010		413110__Instructional	3,000
1010		421020__Office Supplies - Station/Prnt	500
1010		421050__Office Supplies - General	2,300
1010		431010__Prof. Services - Legal	750
1010		431080__Prof. Services - Contract Svc	1,000
1010		432030__Comm/Trans - Travel Expenses	2,000
1010		439030__Dues and Subscription	1,600
		Department Total	126,350

City Council			
1010	005	412010__Salaries/Wages	109,500
1010		413010__Payroll Taxes	8,450
1010		431010__Prof. Services - Legal	20,000
1010		431040__Court Reporter	300
1010		432030__Comm/Trans - Travel Expenses	1,000
1010		433050__Print/Advertise - Other	500
		Department Total	139,750
Facilities Department			
1010	006	412010__Salaries/Wages	252,500
1010		412016__Salaries/Wages - Overtime	10,000
1010		413010__Payroll Taxes	20,500
1010		413030__PERF	30,000
1010		413050__Health Insurance	50,000
1010		413070__Clothing Allowance	1,690
1010		413115__Medical Exams	300
1010		421020__Office Supplies - Station/Prnt	175
1010		421050__Office Supplies - General	1,200
1010		422012__Oper. Supplies - Gas/Oil	4,000
1010		422020__Oper. Supplies - Garage/Motor	1,050
1010		423011__Repair/Maint Suppl - Bldg Mnt	35,000
1010		423050__Repair/Maint Suppl - Equ Rpair	35,000
1010		423060__Repair/Maint Suppl - Grnds Mnt	5,000
1010		425010__General Supplies	30,000
1010		426010__Machinery and Tools	4,000
1010		431080__Prof. Services - Contract Svc	50,000
1010		432030__Comm/Trans - Travel Expenses	2,000
1010		432040__Comm/Trans - Telephone	6,500
1010		436010__Repairs/Maintenance	108,000
1010		437020__Rentals - Equipment	500
1010		439091__Education Material	3,500
		Department Total	650,915
Engineering Department			
1010	007	412010__Salaries/Wages	605,000
1010		412014__Salaries/Wages - Temp	25,000
1010		413010__Payroll Taxes	50,000
1010		413030__PERF	69,000
1010		413050__Health Insurance	120,000
1010		413070__Clothing Allowance	3,000
1010		413110__Instructional	6,000
1010		413115__Medical Exams	100
1010		421020__Office Supplies - Station/Prnt	2,500
1010		421050__Office Supplies - General	5,000
1010		422012__Oper. Supplies - Gas/Oil	8,500
1010		422020__Oper. Supplies - Garage/Motor	6,430
1010		423050__Repair/Maint Suppl - Equ Rpair	500
1010		425010__General Supplies	3,300
1010		431010__Prof. Services - Legal	25,000
1010		431080__Prof. Services - Contract Svc	125,000
1010		432030__Comm/Trans - Travel Expenses	2,000
1010		432040__Comm/Trans - Telephone	11,000
1010		433050__Print/Advertise - Other	1,000
1010		439030__Dues and Subscription	1,500
1010		439091__Education Material	3,000
		Department Total	1,072,830

Board of Works			
1010	008	421050__Office Supplies - General	1,200
1010		425010__General Supplies	9,000
1010		431010__Prof. Services - Legal	80,000
1010		431020__Prof. Services Demolition	20,000
1010		431080__Prof. Services - Contract Svc	55,000
1010		432020__Comm/Trans - Postage	20,000
1010		432040__Comm/Trans - Telephone	2,000
1010		433020__Print/Advertise - Legal Notice	7,000
1010		439155__Property Tax	3,500
1010		445020__Machinery/Equipment	15,000
		Department Total	212,700
Animal Control Department			
1010	009	412010__Salaries/Wages	197,000
1010		412016__Salaries/Wages - Overtime	1,000
1010		413010__Payroll Taxes	16,200
1010		413030__PERF	23,500
1010		413050__Health Insurance	71,500
1010		413070__Clothing Allowance	2,700
1010		413110__Instructional	12,000
1010		413115__Medical Exams	650
1010		422012__Oper. Supplies - Gas/Oil	9,000
1010		422020__Oper. Supplies - Garage/Motor	5,000
1010		425010__General Supplies	5,000
1010		431010__Prof. Services - Legal	750
1010		431080__Prof. Services - Contract Svc	5,000
1010		432040__Comm/Trans - Telephone	3,500
1010		445020__Machinery/Equipment	3,500
		Department Total	356,300

Fire Department			
1010	010	412010__Salaries/Wages	11,000,000
1010		412014__Salaries/Wages - Temp	20,000
1010		412015__Salaries/Wages - Perfrm Incent	67,000
1010		412016__Salaries/Wages - Overtime	500,000
1010		413010__Payroll Taxes	193,610
1010		413030__PERF	59,200
1010		413035__Fire/Police PERF	1,814,633
1010		413050__Health Insurance	3,450,000
1010		413070__Clothing Allowance	320,000
1010		413110__Instructional	50,000
1010		413115__Medical Exams	42,000
1010		421020__Office Supplies - Station/Prnt	5,000
1010		421050__Office Supplies - General	5,000
1010		422012__Oper. Supplies - Gas/Oil	80,000
1010		422032__Oper. Supplies - Med/Surg/Dntl	15,000
1010		423050__Repair/Maint Suppl - Equ Rpair	100,000
1010		423090__Repair/Maint Suppl - Radio Spl	20,000
1010		425010__General Supplies	25,000
1010		427015__Pub Safety Suppl - Fire Preven	5,000
1010		427020__Pub Safety Suppl - Fire Invest	5,000
1010		431010__Prof. Services - Legal	7,500
1010		431050__Prof. Services Consult	3,600
1010		431080__Prof. Services - Contract Svc	22,040
1010		432030__Comm/Trans - Travel Expenses	15,000
1010		432040__Comm/Trans - Telephone	30,000
1010		434010__Insurance - Workmen's Comp	13,000
1010		435010__Utility Services - Electric	60,030
1010		435020__Utility Services - Natural Gas	30,050
1010		435040__Utility Services - Water/Sewer	2,500
1010		436010__Repairs/Maintenance	25,000
1010		439030__Dues and Subscription	4,000
		Department Total	17,989,163

Police Deparment			
1010	011	412010__Salaries/Wages	13,000,000
1010		412015__Salaries/Wages - Perfrm Incent	95,000
1010		412016__Salaries/Wages - Overtime	355,000
1010		412017__Salaries/Wages - Educ Incent	15,000
1010		413010__Payroll Taxes	325,000
1010		413030__PERF	252,000
1010		413035__Fire/Police PERF	1,763,147
1010		413050__Health Insurance	3,450,000
1010		413070__Clothing Allowance	325,000
1010		413110__Instructional	67,600
1010		413115__Medical Exams	30,000
1010		421006__Office Supplies - Ammun	78,500
1010		421020__Office Supplies - Station/Prnt	11,000
1010		421050__Office Supplies - General	30,000
1010		421060__Office Supplies - Comp Softw	20,000
1010		422012__Oper. Supplies - Gas/Oil	271,000
1010		422020__Oper. Supplies - Garage/Motor	21,000
1010		422040__Oper. Supplies - Institutional	1,000
1010		423050__Repair/Maint Suppl - Equ Rpair	105,000
1010		423080__Repair/Maint Suppl - Lab Suppl	12,500
1010		423090__Repair/Maint Suppl - Radio Spl	75,000
1010		425010__General Supplies	20,000
1010		427010__Pub Safety Suppl - Reserve Off	3,000
1010		431010__Prof. Services - Legal	23,000
1010		431080__Prof. Services - Contract Svc	12,000
1010		432030__Comm/Trans - Travel Expenses	30,000
1010		432040__Comm/Trans - Telephone	145,000
1010		434010__Insurance - Workmen's Comp	50,000
1010		436010__Repairs/Maintenance	13,000
1010		439030__Dues and Subscription	3,500
		Department Total	20,602,247
Purchasing			
1010	012	412010__Salaries/Wages	37,000
1010		413010__Payroll Taxes	2,850
1010		413030__PERF	4,200
1010		421020__Office Supplies - Station/Prnt	60
1010		421050__Office Supplies - General	645
1010		431010__Prof. Services - Legal	500
1010		432030__Comm/Trans - Travel Expenses	2,300
1010		432040__Comm/Trans - Telephone	340
1010		439030__Dues and Subscription	330
		Department Total	48,225

Sanitation			
1010	013	412010__Salaries/Wages	1,385,000
1010		412014__Salaries/Wages - Temp	10,000
1010		412016__Salaries/Wages - Overtime	90,000
1010		413010__Payroll Taxes	115,000
1010		413030__PERF	166,000
1010		413050__Health Insurance	456,500
1010		413070__Clothing Allowance	16,500
1010		413110__Instructional	250
1010		413115__Medical Exams	2,500
1010		421020__Office Supplies - Station/Prnt	6,000
1010		421050__Office Supplies - General	500
1010		422012__Oper. Supplies - Gas/Oil	142,000
1010		422020__Oper. Supplies - Garage/Motor	45,000
1010		423050__Repair/Maint Suppl - Equ Rpair	125,000
1010		423090__Repair/Maint Suppl - Radio Spl	3,000
1010		425010__General Supplies	30,000
1010		431010__Prof. Services - Legal	250
1010		431060__Prof. Services - Tipping Fees	200,000
1010		431080__Prof. Services - Contract Svc	11,000
1010		432020__Comm/Trans - Postage	1,000
1010		432030__Comm/Trans - Travel Expenses	250
1010		432040__Comm/Trans - Telephone	1,500
1010		434010__Insurance - Workmen's Comp	38,000
		Department Total	2,845,250
Information Technology			
1010	014	412010__Salaries/Wages	194,000
1010		412016__Salaries/Wages - Overtime	8,000
1010		413010__Payroll Taxes	15,000
1010		413030__PERF	22,000
1010		413050__Health Insurance	50,000
1010		413110__Instructional	14,000
1010		413115__Medical Exams	150
1010		421020__Office Supplies - Station/Prnt	200
1010		421050__Office Supplies - General	4,500
1010		422012__Oper. Supplies - Gas/Oil	600
1010		423050__Repair/Maint Suppl - Equ Rpair	11,000
1010		425010__General Supplies	1,000
1010		432030__Comm/Trans - Travel Expenses	6,000
1010		432040__Comm/Trans - Telephone	40,000
1010		439030__Dues and Subscription	1,250
1010		439091__Education Material	200
		Department Total	367,900
Human Relations			
1010	015	431010__Prof. Services - Legal	2,000
1010		433020__Print/Advertise - Legal Notice	500
		Department Total	2,500
		Total General Fund - Advertised	**44,835,700**

Motor Vehicle Highway Fund			
Street Department			
2010	016	412010__Salaries/Wages	2,200,000
2010		412014__Salaries/Wages - Temp	25,000
2010		412016__Salaries/Wages - Overtime	111,000
2010		413010__Payroll Taxes	175,000
2010		413030__PERF	245,000
2010		413050__Health Insurance	745,000
2010		413070__Clothing Allowance	18,600
2010		413110__Instructional	1,200
2010		413115__Medical Exams	5,000
2010		421020__Office Supplies - Station/Prnt	1,500
2010		421050__Office Supplies - General	1,500
2010		422012__Oper. Supplies - Gas/Oil	155,000
2010		422020__Oper. Supplies - Garage/Motor	20,000
2010		423011__Repair/Maint Suppl - Bldg Mnt	1,000
2010		423012__Repair/Maint Suppl - St/Alley	115,000
2010		423040__Repair/Maint Suppl - Chemicals	4,000
2010		423050__Repair/Maint Suppl - Equ Rpair	225,000
2010		423090__Repair/Maint Suppl - Radio Spl	15,000
2010		425010__General Supplies	15,000
2010		426010__Machinery and Tools	5,000
2010		431010__Prof. Services - Legal	750
2010		431080__Prof. Services - Contract Svc	45,000
2010		432020__Comm/Trans - Postage	200
2010		432030__Comm/Trans - Travel Expenses	1,000
2010		432040__Comm/Trans - Telephone	3,000
2010		434010__Insurance - Workmen's Comp	10,000
2010		435010__Utility Services - Electric	20,000
2010		435020__Utility Services - Natural Gas	23,275
2010		435040__Utility Services - Water/Sewer	4,500
2010		436010__Repairs/Maintenance	17,000
2010		437020__Rentals - Equipment	1,000
2010		439030__Dues and Subscription	50
2010		444160__Capital Asset Purchase	750,000
		Department Total	4,959,575

Traffic Department			
2010	017	412010__Salaries/Wages	194,000
2010		412014__Salaries/Wages - Temp	10,000
2010		412016__Salaries/Wages - Overtime	4,000
2010		413010__Payroll Taxes	16,100
2010		413030__PERF	22,700
2010		413050__Health Insurance	40,000
2010		413070__Clothing Allowance	1,200
2010		413110__Instructional	3,000
2010		413115__Medical Exams	350
2010		421020__Office Supplies - Station/Prnt	300
2010		421050__Office Supplies - General	300
2010		421060__Office Supplies - Comp Softw	15,000
2010		422012__Oper. Supplies - Gas/Oil	4,000
2010		422020__Oper. Supplies - Garage/Motor	2,500
2010		422025__Oper. Supplies - Traffic	15,500
2010		422026__Oper. Supplies - Traffic Sgnl	80,000
2010		422027__Oper. Supplies - Traffic Paint	52,000
2010		422028__Oper. Supplies - Traffic Sign	25,000
2010		422029__Oper. Supplies - Traff. Thrml	30,000
2010		423050__Repair/Maint Suppl - Equ Rpair	11,000
2010		425010__General Supplies	2,000
2010		432040__Comm/Trans - Telephone	2,750
2010		435010__Utility Services - Electric	60,000
2010		439030__Dues and Subscription	250
2010		444160__Capital Asset Purchase	0
		Department Total	591,950

Fleet Maintenance Department			
2010	018	412010__Salaries/Wages	785,000
2010		412014__Salaries/Wages - Temp	36,200
2010		412015__Salaries/Wages - Perfrm Incent	21,000
2010		412016__Salaries/Wages - Overtime	20,000
2010		413010__Payroll Taxes	65,500
2010		413030__PERF	96,000
2010		413050__Health Insurance	269,500
2010		413070__Clothing Allowance	6,400
2010		413110__Instructional	7,500
2010		413115__Medical Exams	1,600
2010		421020__Office Supplies - Station/Prnt	500
2010		421050__Office Supplies - General	1,500
2010		421060__Office Supplies - Comp Softw	7,000
2010		422012__Oper. Supplies - Gas/Oil	7,000
2010		422020__Oper. Supplies - Garage/Motor	6,000
2010		423050__Repair/Maint Suppl - Equ Rpair	9,000
2010		425010__General Supplies	4,500
2010		426010__Machinery and Tools	3,000
2010		431010__Prof. Services - Legal	500
2010		431080__Prof. Services - Contract Svc	10,000
2010		432010__Comm/Trans - Freight	500
2010		432030__Comm/Trans - Travel Expenses	500
2010		432040__Comm/Trans - Telephone	1,400
2010		433020__Print/Advertise - Legal Notice	500
2010		434010__Insurance - Workmen's Comp	24,000
2010		435010__Utility Services - Electric	18,150
2010		435020__Utility Services - Natural Gas	5,000
2010		435040__Utility Services - Water/Sewer	3,000
2010		436010__Repairs/Maintenance	4,000
2010		437020__Rentals - Equipment	700
2010		439030__Dues and Subscription	500
2010		445020__Machinery/Equipment	2,500
		Department Total	1,418,450
		Total Motor Vehicle Highway Fund - Advertised	**6,969,975**

Park and Recreation Operating Fund			
Administration Department			
2040	031	412010__Salaries/Wages	385,000
2040		412014__Salaries/Wages - Temp	15,000
2040		413010__Payroll Taxes	30,000
2040		413030__PERF	43,000
2040		413050__Health Insurance	160,000
2040		413070__Clothing Allowance	900
2040		413115__Medical Exams	200
2040		421020__Office Supplies - Station/Prnt	1,500
2040		421050__Office Supplies - General	2,000
2040		422012__Oper. Supplies - Gas/Oil	760
2040		422020__Oper. Supplies - Garage/Motor	250
2040		423011__Repair/Maint Suppl - Bldg Mnt	1,500
2040		423050__Repair/Maint Suppl - Equ Rpair	750
2040		425010__General Supplies	6,000
2040		431010__Prof. Services - Legal	7,500
2040		431070__Prof. Services - Consulting	5,000
2040		431080__Prof. Services - Contract Svc	11,000
2040		432020__Comm/Trans - Postage	1,000
2040		432030__Comm/Trans - Travel Expenses	2,000
2040		432040__Comm/Trans - Telephone	1,500
2040		433020__Print/Advertise - Legal Notice	200
2040		433050__Print/Advertise - Other	5,000
2040		434060__Insurance	310,870
2040		435010__Utility Services - Electric	2,700
2040		435020__Utility Services - Natural Gas	3,000
2040		435040__Utility Services - Water/Sewer	800
2040		437020__Rentals - Equipment	1,500
2040		439030__Dues and Subscription	2,100
2040		439150__Sales Tax	2,500
2040		Department Total	1,003,530
Aquatics Department			
2040	035	412014__Salaries/Wages - Temp	115,000
2040		413010__Payroll Taxes	8,445
2040		413115__Medical Exams	2,900
2040		421050__Office Supplies - General	300
2040		422032__Oper. Supplies - Med/Surg/Dntl	500
2040		422040__Oper. Supplies - Institutional	3,300
2040		423011__Repair/Maint Suppl - Bldg Mnt	5,000
2040		423040__Repair/Maint Suppl - Chemicals	27,500
2040		423050__Repair/Maint Suppl - Equ Rpair	7,000
2040		423060__Repair/Maint Suppl - Grnds Mnt	3,000
2040		425010__General Supplies	29,500
2040		431080__Prof. Services - Contract Svc	3,000
2040		435010__Utility Services - Electric	4,300
2040		435020__Utility Services - Natural Gas	700
2040		435040__Utility Services - Water/Sewer	18,000
2040		439030__Dues and Subscription	700
2040		439095__Bank Card Charges	3,500
2040		Totals	232,645

Maintenance Department			
2040	032	412010__Salaries/Wages	1,100,000
2040		412014__Salaries/Wages - Temp	195,000
2040		412016__Salaries/Wages - Overtime	15,000
2040		413010__Payroll Taxes	85,000
2040		413030__PERF	123,000
2040		413050__Health Insurance	265,000
2040		413070__Clothing Allowance	6,500
2040		413115__Medical Exams	500
2040		421020__Office Supplies - Station/Prnt	100
2040		421050__Office Supplies - General	800
2040		422012__Oper. Supplies - Gas/Oil	38,000
2040		422020__Oper. Supplies - Garage/Motor	6,000
2040		422032__Oper. Supplies - Med/Surg/Dntl	500
2040		422040__Oper. Supplies - Institutional	14,500
2040		423011__Repair/Maint Suppl - Bldg Mnt	22,500
2040		423012__Repair/Maint Suppl - St/Alley	3,500
2040		423040__Repair/Maint Suppl - Chemicals	9,000
2040		423050__Repair/Maint Suppl - Equ Rpair	30,000
2040		423060__Repair/Maint Suppl - Grnds Mnt	35,000
2040		425010__General Supplies	60,000
2040		426010__Machinery and Tools	3,000
2040		431080__Prof. Services - Contract Svc	120,000
2040		432030__Comm/Trans - Travel Expenses	2,000
2040		432040__Comm/Trans - Telephone	6,400
2040		435010__Utility Services - Electric	64,500
2040		435020__Utility Services - Natural Gas	5,750
2040		435040__Utility Services - Water/Sewer	2,000
2040		435060__Utility Services - Landfill	500
2040		436020__Maintenance Contract	1,000
2040		437020__Rentals - Equipment	6,000
2040		439030__Dues and Subscription	1,500
2040		439091__Education Material	200
		Department Total	2,222,750
McAllister Center			
2040	034	412010__Salaries/Wages	215,000
2040		413010__Payroll Taxes	16,500
2040		413030__PERF	25,000
2040		413050__Health Insurance	60,000
2040		413070__Clothing Allowance	1,000
2040		413115__Medical Exams	1,000
2040		421020__Office Supplies - Station/Prnt	1,000
2040		421050__Office Supplies - General	1,500
2040		422040__Oper. Supplies - Institutional	5,000
2040		423011__Repair/Maint Suppl - Bldg Mnt	1,500
2040		423060__Repair/Maint Suppl - Grnds Mnt	3,000
2040		425010__General Supplies	6,000
2040		431080__Prof. Services - Contract Svc	20,000
2040		432020__Comm/Trans - Postage	200
2040		432040__Comm/Trans - Telephone	3,500
2040		435010__Utility Services - Electric	16,125
2040		435020__Utility Services - Natural Gas	15,000
2040		435040__Utility Services - Water/Sewer	1,200
2040		436010__Repairs/Maintenance	6,000
2040		439030__Dues and Subscription	350
2040		Department Total	398,875

Zoo			
2040	038	412010__Salaries/Wages	515,000
2040		412014__Salaries/Wages - Temp	125,000
2040		413010__Payroll Taxes	40,000
2040		413030__PERF	57,000
2040		413050__Health Insurance	71,500
2040		413070__Clothing Allowance	1,600
2040		413115__Medical Exams	1,250
2040		421020__Office Supplies - Station/Prnt	350
2040		421050__Office Supplies - General	1,400
2040		422012__Oper. Supplies - Gas/Oil	1,900
2040		422020__Oper. Supplies - Garage/Motor	300
2040		422032__Oper. Supplies - Med/Surg/Dntl	6,000
2040		422040__Oper. Supplies - Institutional	10,000
2040		423011__Repair/Maint Suppl - Bldg Mnt	5,000
2040		423050__Repair/Maint Suppl - Equ Rpair	12,000
2040		423060__Repair/Maint Suppl - Grnds Mnt	4,000
2040		424015__Recreational Suppl - Anml Feed	30,000
2040		425010__General Supplies	25,000
2040		431050__Prof. Services Consult	20,000
2040		431080__Prof. Services - Contract Svc	30,233
2040		432020__Comm/Trans - Postage	200
2040		432030__Comm/Trans - Travel Expenses	1,500
2040		432040__Comm/Trans - Telephone	5,300
2040		433050__Print/Advertise - Other	500
2040		435010__Utility Services - Electric	23,700
2040		435020__Utility Services - Natural Gas	12,000
2040		435040__Utility Services - Water/Sewer	5,700
2040		436030__Grounds Maintenance Contracts	2,500
2040		436040__Building Repairs	5,000
2040		437020__Rentals - Equipment	500
2040		439030__Dues and Subscription	2,000
2040		439091__Education Material	200
		Department Total	1,016,633
		Park and Recreation Operating Fund Total	**4,874,433**

Redevelopment Fund			
2180		412010__Salaries/Wages	367,000
2180		412014__Salaries/Wages - Temp	6,500
2180		413010__Payroll Taxes	29,000
2180		413030__PERF	42,000
2180		413050__Health Insurance	108,550
2180		421050__Office Supplies - General	3,000
2180		431010__Prof. Services - Legal	8,000
2180		431050__Prof. Services Consult	2,500
2180		431080__Prof. Services - Contract Svc	2,500
2180		432020__Comm/Trans - Postage	200
2180		432030__Comm/Trans - Travel Expenses	3,000
2180		432040__Comm/Trans - Telephone	750
2180		433020__Print/Advertise - Legal Notice	800
2180		433050__Print/Advertise - Other	1,000
2180		439030__Dues and Subscription	1,200
		Redevelopment Fund Total	**576,000**
Local Road and Street Fund			
2020		423012__Repair/Maint Suppl - St/Alley	400,000
2020		431080__Prof. Services - Contract Svc	400,000
2020		445020__Machinery/Equipment	200,000
		Local Road and Street Fund Total	**1,000,000**
Police Continuing Education Fund			
2320		412017__Educ Incent	15,000
2320		425010__General Supplies	20,000
2320		431080__Prof. Services - Contract Svc	90,000
2320		444160__Capital Asset Purchase	10,000
		Police Continuing Education Fund Total	**135,000**
Cumulative Capital Improvement Fund			
4010		445060__Mach/Equip - Software	85,000
4010		445070__Mach/Equip - Hardware	85,000
		Cumulative Capital Improvement Fund Total	**170,000**

Economic Development Income Tax Fund			
2090		422012__Oper. Supplies - Gas/Oil	7,000
2090		422015__Oper. Supplies - Develop.	10,000
2090		431010__Prof. Services - Legal	14,000
2090		431035__Prof. Services - Engineering	36,000
2090		431045__Prof. Services - Humane Srvcs	285,000
2090		431055__Prof. Services - Light Maint	65,000
2090		431060__Prof. Services - Tipping Fees	910,000
2090		431080__Prof. Services - Contract Svc	700,000
2090		434060__Insurance	335,000
2090		435010__Utility Services - Electric	540,000
2090		435020__Utility Services - Natural Gas	54,000
2090		435040__Utility Services - Water/Sewer	14,000
2090		438010__Debt Service - Principal	640,000
2090		438020__Debt Service - Interest	665,000
2090		439090__Contributions/Sponsorships	500,000
2090		444160__Capital Asset Purchase	2,000,000
2090		445020__Machinery/Equipment	100,000
2090		445060__Mach/Equip - Software	125,000
		Economic Development Income Tax Fund Total	**7,000,000**
Cumulative Capital Development Fund			
4020		431030__Prof. Services - Construction	1,150,000
4020		431080__Prof. Services - Contract Svc	120,000
4020		436010__Repairs/Maintenance	50,000
4020		445020__Machinery/Equipment	90,000
4020		445060__Mach/Equip - Software	150,000
4020		445070__Mach/Equip - Hardware	150,000
		Cumulative Capital Development Fund Total	**1,710,000**
Park Bond Fund			
3120		431080__Prof. Services - Contract Svc	1,100
3120		438010__Debt Service - Principal	510,000
3120		438020__Debt Service - Interest	414,719
		Park Bond Fund Total	**925,819**

Parking Operations Fund			
6200		412010__Salaries/Wages	232,000
6200		412016__Salaries/Wages- Overtime	2,000
6200		413010__Payroll Taxes	17,550
6200		413030__PERF	25,650
6200		413050__Health Insurance	40,000
6200		413070__Clothing Allowance	1,500
6200		413110__Instructional	2,500
6200		413115__Medical Exams	250
6200		421020__Office Supplies - Station/Prnt	1,500
6200		421050__Office Supplies - General	500
6200		422012__Oper. Supplies - Gas/Oil	4,750
6200		422020__Oper. Supplies - Garage/Motor	1,000
6200		423050__Repair/Maint Suppl - Equ Rpair	5,000
6200		425010__General Supplies	6,000
6200		431010__Prof. Services - Legal	750
6200		431080__Prof. Services - Contract Svc	40,000
6200		432030__Comm/Trans - Travel Expenses	1,250
6200		432040__Comm/Trans - Telephone	3,000
6200		435010__Utility Services - Electric	14,000
6200		435040__Utility Services - Water/Sewer	1,000
6200		436010__Repairs/Maintenance	4,500
6200		436030__Grounds Maintenance Contracts	1,500
6200		439030__Dues and Subscription	500
6200		439095__Bank Card Charges	4,800
6200		444160__Capital Asset Purchase	27,000
		Parking Operations Fund Total	**438,500**
Public Safety Local Income Tax Fund			
2240	010__Fire	412012__Salaries/Wages - Longevity	415,000
2240	010__Fire	412015__Salaries/Wages - Perfrm Incent	70,000
2240	010__Fire	413010__Payroll Taxes	7,033
2240	010__Fire	413035__Fire/Police PERF	118,038
2240	010__Fire	413070__Clothing Allowance	120,000
2240	010__Fire	438010__Debt Service - Principal	155,070
2240	010__Fire	438020__Debt Service - Interest	2,407
2240	011__Police	412010__Salaries/Wages	141,519
2240	011__Police	412012__Salaries/Wages - Longevity	299,000
2240	011__Police	412015__Salaries/Wages - Perfrm Incent	130,000
2240	011__Police	413010__Payroll Taxes	8,273
2240	011__Police	413035__Fire/Police PERF	147,791
2240	011__Police	413050__Health Insurance	29,400
2240	011__Police	413070__Clothing Allowance	125,000
2240	011__Police	438010__Debt Service - Principal	1,430,134
2240	011__Police	438020__Debt Service - Interest	50,444
2240	011__Police	444160__Capital Asset Purchase	250,000
		Public Safety Local Income Tax Fund Total	**3,499,109**

Fire Pension Fund			
8010		412010__Salaries/Wages	5,698
8010		413010__Payroll Taxes	436
8010		413115__Medical Exams	30,000
8010		421050__Office Supplies - General	100
8010		431010__Prof. Services - Legal	500
8010		432020__Comm/Trans - Postage	50
8010		439022__Retired Pension	1,621,419
8010		439023__Pension Dependents	754,762
8010		439024__Death Benefit	60,000
8010		445020__Machinery/Equipment	500
		Fire Pension Fund Total	**2,473,465**
Police Pension Fund			
8020		412010__Salaries/Wages	5,698
8020		413010__Payroll Taxes	436
8020		413115__Medical Exams	1,200
8020		421020__Office Supplies - Station/Prnt	100
8020		421050__Office Supplies - General	250
8020		431010__Prof. Services - Legal	500
8020		432020__Comm/Trans - Postage	100
8020		432030__Comm/Trans - Travel Expenses	100
8020		434070__Premium Official Bond	100
8020		439022__Retired Pension	1,028,699
8020		439023__Pension Dependents	587,510
8020		439024__Death Benefit	60,000
		Police Pension Fund Total	**1,684,693**

FILED
CITY CLERK
2020 SEP 10 A 10:1

Ordinance 2020-31

An Ordinance Fixing the Salaries of the Sworn Protective Occupation and Law Enforcement (POLE) Members of the Police and Fire Departments of the City of Lafayette, Indiana, For the Year 2021

Be it ordained by the Common Council of the City of Lafayette, Indiana:

Section 1: That all sworn Protective Occupation and Law Enforcement members of the Police and Fire Departments of the City of Lafayette, shall be classified by the departments, positions, and ranks herein designated, and that no changes be made in any classification without the approval of the Mayor and Common Council as outlined in Resolution 98-15, as may be amended from time to time.

Section 2: That, for sworn members of the Police Department, **Exhibit A**, made a part hereof, representing the Salaries, is hereby fixed and authorized by rank. It shall be the City's policy that no member of the Police Department shall be paid below or above the appropriate wage by rank, except for clothing allowance, approved overtime pay, specialty fields compensation, approved accrued vacation payoff upon termination, or FLSA earned compensatory time as set forth on **Exhibit A.**

Section 3: That, for sworn members of the Fire Department, **Exhibit B**, made a part hereof, representing the Salaries, is hereby fixed and authorized by rank. It shall be the City's policy that no sworn member of the Fire Department shall be paid below or above the appropriate wage by rank, except for approved overtime pay, specialty fields compensation, approved accrued vacation payoff upon termination, or FLSA earned compensatory time as set forth on **Exhibit B**.

Section 4: That, assuming sufficient revenues exist, from and after the first day of January, 2021, the salaries and wage schedule of the sworn members or the Police and Fire Departments of the City of Lafayette, Indiana shall be as set forth in the attached exhibits.

Section 5: This Ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

ADOPTED AND PASSED BY THE COMMON COUNCIL of the City of Lafayette, Indiana this _____day of _____, 2020.

_____
Nancy Nargi, President

ATTEST:

_____
Cindy Murray, City Clerk

EXHIBIT A - Ordinance 2020-31
2021 Salaries for Sworn POLE Members of the Police Department

Rank	Bi-weekly Salary
Deputy Chief	$3,236.16
Captain	$3,082.74
Lieutenant	$2,936.66
Sergeant	$2,797.52
Detective	$2,664.98
Technician	$2,664.98
1st Class Patrol Officer	$2,538.82
2nd Class Patrol Officer	$2,286.42
Recruit / Probationary Officer	$2,160.20

Specialty Fields Compensation:	Annual Supplement
> Field Training Officer (FTO)	$1,200
> Special Weapons and Tactics Team (SWAT)	$1,000
> Crisis Negotiation Team (CNT)	$500
> Fatal Alcohol Crash Team (FACT)	$500
> Polygraph Examiner	$500
> Accident Reconstruction Specialist	$500
> Emergency Vehicle Operations Instructor	$500
> Defensive Tactics Instructor	$500
> Firearms Instructor	$500
> Street Crime Unit	$500
> Civil Distrubance Unit	$500
> Spanish Speaking Unit	$500
> Dive Team	$500
> Motorcycle Unit	$500
> Bicycle Patrol	$500
> Honor Guard	$500
> Armorer	$500
> Indiana Law Enforcement Certified Instructor (Psychomotor, Generalist)	$500
> Any other certifiable specialty approved by the Chief of Police's Office	

Specialty Fields Compensation based on performance in specific categories with maximum aggregate specialty pay of $2,500, paid annually in lump sum at year-end; Specialty Fields Compensation shall be pro-rated for specialty fields held less than a full year.

Longevity Compensation paid annually and commencing with $250 additional compensation upon attainment of 4 years of service, additional $250 compensation increment per year for 5 - 19 years of service; additional and final increment of $750 upon attainment of 20 years of service resulting in maximum longevity pay of $4,750.
Longevity Compensation shall be pro-rated for service less than a full year.

Clothing Allowance - Paid annually in lump sum to eligible members in December; Allowance shall be pro-rated for service and/or eligibility that is less than a full year, and paid per following scale:

Members attaining 1 to 3 years of service in 2021.	$2,000
Members attaining 4 years of service in 2021.	$1,750
Members attaining 5 or more years of service in 2021.	$1,500

Overtime Pay - 1 ½ times regular pay as per contract

EXHIBIT B - Ordinance 2020-31
2021 Salaries for Sworn POLE Members of the Fire Department

Rank	Bi-weekly Salary
Deputy Chief	$3,236.16
Assistant Chief	$3,082.75
Inspector	$2,936.66
Captain	$2,936.65
Lieutenant	$2,797.52
Sergeant (Engineer)	$2,664.98
Journeyman Firefighters	$2,538.82
Firefighter I	$2,286.42
Recruit Firefighter	$2,160.20

Specialty Fields Compensation:	Annual Supplement
> Peer Fitness Trainer	$1,000
> Mask Repair Technician	$1,000

Specialty Teams Compensation (limit 2):	
> Technical Resource Technician Team Members	$500
> Water Rescue Team Members	$500
> Hazardous Material Technician Team Members	$500
> Team Leader (limited to 1 specialty per Officer)	$250

Specialty Compensation based on performance in specific categories and/or teams. Specialty compensation limited to Two (2) specialty teams per Officer per year.
Specialty Compensation shall be paid annually in lump sum at year-end, and pro-rated for specialty performance less than the full year.

Team Leader (limited to 1 specialty) receives an additional $250 incentive

Longevity Compensation paid annually and commencing with $250 additional compensation upon attainment of 4 years of service, additional $250 compensation increment per year for 5 - 19 years of service; additional and final increment of $750 upon attainment of 20 years of service resulting in maximum longevity pay of $4,750.
Longevity Compensation shall be pro-rated for service less than a full year.

Clothing Allowance - Paid annually in lump sum to eligible members in December; Allowance shall be pro-rated for service and/or eligibility that is less than a full year, and paid per following scale:

Members attaining 1 to 3 years of service in 2021.	$2,000
Members attaining 4 years of service in 2021.	$1,750
Members attaining 5 or more years of service in 2021.	$1,500

Overtime Pay - 1 ½ times regular pay as per contract

Ordinance 2020-32

An Ordinance Fixing the Salaries of the Elected Officials of the City of Lafayette, Indiana for the Year 2021

Be it ordained by the Common Council of the City of Lafayette, Indiana:

Section 1. Salaries: That from and after the first day of January 2021, the salaries and pay schedule of the following elected officials of the City of Lafayette Indiana shall be as per attached on **Exhibit A.**

Section 2. This Ordinance shall be in full force and effect from and after passage.

ADOPTED AND PASSED BY THE COMMON COUNCIL of the City of Lafayette, Indiana this _____day of _____, 2020.

_____
Nancy Nargi, President

ATTEST:

_____
Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, for his approval and signature this_____day of _____, 2020.

_____
Cindy Murray, City Clerk

This Ordinance approved and signed by me on this_____day of _____, 2020.

_____
Tony Roswarski, Mayor

ATTEST:

_____
Cindy Murray, City Clerk

Sponsored by: Mayor Tony Roswarski

EXHIBIT A - Ordinance 2020-32

2021 Elected Officials Salaries

Bi-Weekly Wages

Mayor	
General Fund	$1,627
Utilities	$3,022
TOTAL	$4,649
City Clerk	
General Fund	$1,478
Utilities	$1,479
TOTAL	$2,957
Common Council (9 members)	
General Fund	$457
Utilities	$114
TOTAL	$571

FILED
CITY CLERK
2020 SEP 24 AM 10:

Z-2002

ORDINANCE NO. 2020-33

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM __GB____ TO _I 3___

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA:

Section I: The Unified Zoning Ordinance of Tippecanoe County, Indiana being a separate ordinance and part of the Municipal Code of Lafayette, Indiana is hereby amended to rezone the following described real estate situated in Fairfield Township, Tippecanoe County, Indiana, to-wit:

See Attachment Exhibit A

Section II: The above described real estate should be and the same is hereby rezoned

from ___GB___ to _____I3___.

Section III: This Ordinance shall be in full force and effect from and after its adoption.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, THIS _____DAY OF _____, 2020.

_____
Nancy Nargi, Presiding Officer

ATTEST:

_____
Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, on the _____day

of _____, 2020.

_____
Cindy Murray, City Clerk

This Ordinance approved and signed by me on the _____day of _____, 2020.

_____
Tony Roswarski, Mayor

Attest:

_____
Cindy Murray, City Clerk

EXHIBIT A

A part of the Southeast Quarter of Section 22, Township 23 North, Range 4 West, and described as follows: Beginning at a point in the centerline of Union Street 428 feet west of the northeast corner of the west half of said southeast quarter; thence West following the centerline of said Union Street 192 feet; thence South 785 feet to the property line of the Belt Railway Company; thence in a Northeasterly direction following said right of way 830 feet to the place of beginning, containing 2.25 acres, more or less.

EXCEPTING THEREFROM part of the Southeast Quarter of Section 22, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows: Beginning at a point on the northern line of the southeast quarter of said Section 22, said point being located 620.00 feet west from the northeastern corner of the west half of the southeast quarter of said Section 22; thence North 90° 00' East along the northern line of the southeast quarter of said Section 22, 176.95 feet to the western property line of the Lafayette Union Belt Railway; thence Southerly along the western property line of the Lafayette Union Railway on a curve to the right have a radius of 1,400.00 feet a distance of 284.28 feet; thence North 78° 00' West 162.74 feet; thence North 4° 00' East, 248.34 feet to the point of beginning, containing 1.06 acres, more or less.

Z-2802
JOSÉ E. GAETA
GB to I3

Staff Report
September 10, 2020

REQUEST MADE, PROPOSED USE, LOCATION:

Petitioner, who is also the owner, is requesting the rezoning of 1.19 acres from GB to I3 for an auto salvage operation. The tract is located about 200 feet south of 3465 Union Street (which is also owned by petitioner) along the western edge of the Lafayette Union Belt Railway. The property, commonly known as 3445 Union Street, is located in the City of Lafayette, Fairfield 22 (SE) 23-4.

ZONING HISTORY AND AREA ZONING PATTERNS:

The subject property and land to the north and west is zoned GB. I3 zoning is located east across the railroad and I1 zoning is adjoining on the southwest. Additional I3 is further north of Union and R1 zoning is further beyond the rail line to the northeast.

The most recent change in zoning in the immediate area occurred in 2008 when land adjacent to the southwest along Sagamore was rezoned from GB to I1 (Z-2376).

AREA LAND USE PATTERNS:

The area is typified by a mix of commercial, light industrial and heavy industrial users. An automotive sales business, also owned by petitioner, is adjacent to the north along Union Street. A sheet metal operation is located to the west and a heavy equipment rental business is located to the southwest. Land east across the railroad tracks contains a single-family home which appears to be vacant.

TRAFFIC AND TRANSPORTATION:

Union Street is classified as an urban secondary arterial by the adopted *Thoroughfare Plan*. The site is landlocked; access to the site is through petitioner's adjacent property to the north which connects to Union.

ENVIRONMENTAL AND UTILITY CONSIDERATIONS:

City utilities serve the site. A "type A" bufferyard (20 feet in width) is required where the proposed I3 zoning abuts GB and I1 zoning to the west and southwest, respectively.

STAFF COMMENTS:

This area along the Lafayette Union Belt Railway has historically been used industrially. The formation of this spur line more than 100 years ago was done to help facilitate industrial growth in this part of the city. As a result, the area now consists almost exclusively of commercial and industrial zoning.

Petitioner is proposing to add automotive salvage to their existing business which sells and repairs vehicles. This location, with no road frontage and an active rail line bordering the property, is well suited for I3 zoning and staff can support this request.

STAFF RECOMMENDATION:
Approval

THE Area Plan Commission of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

September 17, 2020
Ref. No.: 2020-234

Lafayette Common Council
20 N 6th Street
Lafayette, IN 47901

CERTIFICATION

RE: Z-2802 JOSÉ E. GAETA (GB to I3):
Petitioner is requesting rezoning of 1.19 acres for an "auto salvage operation" located south of Union and east of Sagamore Parkway, at 3445 Union Street in Lafayette, Fairfield 22 (SE) 23-4.

Dear Council Members:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on September 16, 2020 the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to rezone the subject real estate from GB to I3. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Lafayette Common Council that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Lafayette Common Council at their October 5, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Jose Garcia
Maria Alvarez
Jeromy Grenard, City Engineer

FILED
CITY CLERK
2020 SEP 22 A 10:4

Z-

ORDINANCE NO. 2020-34

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM **I3, NB & GB** TO **NB**

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA:

Section I: The Unified Zoning Ordinance of Tippecanoe County, Indiana being a separate ordinance and part of the Municipal Code of Lafayette, Indiana is hereby amended to rezone the following described real estate situated in LAFAYETTE-FAIRFIELD TWP-LSC-B, Tippecanoe County, Indiana, to-wit:

See Attachment Exhibit A

Section II: The above described real estate should be and the same is hereby rezoned

from I3, NB & GB to NB.

Section III: This Ordinance shall be in full force and effect from and after its adoption.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, THIS _____DAY OF _____, 2020.

_____
Nancy Nargi, Presiding Officer

ATTEST:

_____
Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, on the _____day

of _____, 2020.

_____
Cindy Murray, City Clerk

This Ordinance approved and signed by me on the _____day of _____, 2020.

_____
Tony Roswarski, Mayor

Attest:

_____
Cindy Murray, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS FOR RE-ZONE – 310 NORTH EARL AVENUE

Parcel I-B

A strip of ground 25 feet in width in the Southwest Quarter of Section 22 in Township 23 North, Range 4 West in Tippecanoe County Indiana, more particularly described as follows:

Beginning at a point 770.5 feet North and 1645.2 feet East of the Southwest corner of the Southwest Quarter of Section 22, in Township 23 North, Range 4 West; thence North 25 feet; thence East and parallel with the South line of said Southwest Quarter of said Section 22, to the O'Farrall Gravel Road or Earl Avenue as now laid out and established; thence South to a point 770.5 feet North of the South line of said Southwest Quarter, Section 22; thence West to the place of beginning, fifteen hundredths acre, more or less.

Parcel II-A (Parcel No. 79-07-22-380-011.000-004)

A part of the Southeast Quarter of the Southwest Quarter of Section 22 in Township 23 North, Range 4 West in Tippecanoe County Indiana, more particularly described as follows:

Beginning at a point on the North right of way line of the Peerless Switch twenty-five (25) feet East and sixty-five and 8/10 (65.8) feet North of the Northeast corner of Lot 25 in Clegg's parkway Addition to the City of Lafayette, Indiana; thence North and parallel with the East line of said Lot 25 extended North, to the Southerly line of the Rossville Road a distance of one hundred eighty-seven and 3/10 (187.3) feet, more or less; thence Northeasterly along said Southerly line of the Rossville Road to the Westerly line of Earl Avenue a distance of three hundred (300) feet, more or less; thence Southwesterly along said Westerly line of Earl Avenue to the North right of way line Peerless Switch a distance of 250 feet, more or less; thence West along said North right of way line to the place of beginning, a distance of 264.6 feet, more or less, containing 1.39 acres, more or less.

Z-2803
CASON AND EARL, LLC
I3, NB, & GB to NB

Staff Report
September 10, 2020

REQUEST MADE, PROPOSED USE, LOCATION:

Petitioner, represented by attorney Daniel Teder, is requesting rezoning of 1.54 acres located at the southwest corner of Cason Street and North Earl Avenue, specifically 310 N. Earl Avenue in Lafayette, Fairfield 22 (SW) 23-4. Petitioner plans to construct a building to relocate an existing real estate office to this location from downtown.

ZONING HISTORY AND AREA ZONING PATTERNS:

Most of this property is zoned I3. The 1965 zoning map for Lafayette shows this property was zoned Industrial and it has remained that way since. The map also indicates an old railroad spur line along the southern border of the rezone site. The centerline of this spur is the zone boundary between I3 to the north and NB and GB to the south. This narrow sliver of NB and GB zoning within this old railroad spur is included in this request.

Land adjacent to the west is zoned I3. Property to the southwest is zoned NB; GB zoning wraps around this site from the southeast, east and to the north. The entire Earl Street corridor is zoned commercially north of Kossuth Street other than this property and the entrance to Portledge Commons Subdivision farther to the north. This entrance, like the rest of this apartment complex, is zoned R3.

AREA LAND USE PATTERNS:

This lot is currently unimproved. The old structures on site were removed in 2016 according to our historical aerials. A gas station is on land to the south. To the north across Cason Street is a small integrated center. East across Earl Avenue is Von Tobel Lumber. Land to the west is unimproved but is currently being used as a staging area for the construction of the multi-family apartments under construction west of 30th Street.

TRAFFIC AND TRANSPORTATION:

The site has frontage on Cason Street, classified as an urban local and Earl Avenue, classified as an urban secondary by the adopted *Thoroughfare Plan*. The setback along Cason is 25' and 40' along Earl. Driveway access will be handled at the permit stage by the City Engineer's office.

ENVIRONMENTAL AND UTILITY CONSIDERATIONS:

The site is served by city sewer and water. Drainage will be reviewed by the City Engineer's office at the permit stage. A 20' wide "type A" bufferyard is required where NB zoning meets I3 zoning; although the need for this buffer will be determined by the City

Engineer's Office since both sides of the potential zone boundary are owned by the same entity.

STAFF COMMENTS:
Petitioner is proposing to build a 10,000-square foot building to be used for a real estate office. The petitioner is relocating from downtown. The site will develop in compliance with the zoning standards in place today. The majority of Earl Avenue north of Kossuth has been zoned commercially for over 50 years. Staff can support this change from industrial zoning to a zone that matches the rest of this established commercial corridor.

STAFF RECOMMENDATION:
Approval

THE Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

September 17, 2020
Ref. No.: 2020-235

Lafayette Common Council
20 N 6th Street
Lafayette, IN 47901

CERTIFICATION

RE: Z-2803 CASON & EARL, LLC (I3, NB & GB to NB):
Petitioner is requesting rezoning of 1.54 acres located at the southwest corner of Cason Street and North Earl Avenue, specifically 310 N. Earl Avenue in Lafayette, Fairfield 22 (SW) 23-4.

Dear Council Members:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on September 16, 2020, the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to rezone the subject real estate from I3, NB & GB to NB. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Lafayette Common Council that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Lafayette Common Council at their October 5, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: John B. Scheumann
Daniel Teder, Reiling Teder & Schrier
Jeromy Grenard, City Engineer

FILED
CITY CLERK

2020 SEP 28 P 4: 22

CINDY MURRAY

ORDINANCE NO. 2020-35

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF LAFAYETTE REDEVELOPMENT COMMISSION AND THE CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY RELATING TO THE FINANCING AND CONSTRUCTION OF A NEW POLICE STATION AND PARKING GARAGE PROJECT, THE PLEDGE OF PUBLIC SAFETY LOCAL INCOME TAX REVENUES TO THE CITY OF LAFAYETTE REDEVELOPMENT COMMISSION AND THE TRANSFER OF REAL ESTATE TO THE CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY IN CONNECTION THEREWITH, AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH

WHEREAS, the Common Council of the City of Lafayette, Indiana (the "Council" and the "City", respectively) has been advised that the City of Lafayette Redevelopment Authority (the "Authority") intends to issue its Lease Rental Revenue Bonds in one or more series, in the aggregate principal amount not to exceed Forty-Five Million Dollars ($45,000,000) (the "Bonds"), to finance the costs of the planning, designing and construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment (collectively, the "Project"); and

WHEREAS, the Bonds to be issued by the Authority will be payable from lease rentals received by the Authority, as lessor, from the City of Lafayette Redevelopment Commission (the "Commission"), as lessee, under a lease between the Authority and the Commission (the "Lease") of the real estate including the Project and, during the construction thereof, the City Hall, as more particularly described in the Lease (collectively, the "Leased Premises") the substantially final form of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to the Lease, the Commission will pay the lease rentals due under the Lease from a combination of (a) a designated portion of tax increment revenues from the allocation area in the Consolidated Creasy/Central Economic Development Area (the "TIF Revenues") as set forth in the Lease (such designated portion of the TIF Revenues, herein the "Pledged TIF Revenues"), on a parity with certain of the outstanding obligations of the Commission payable from the TIF Revenues, and (b) the hereinafter defined Public Safety LIT Revenues, and, to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are not sufficient, (c) a special benefits tax levied under Indiana Code 36-7-14-27 (the "District Tax"); and

WHEREAS, the Council has been advised that the Lease may be entered into pursuant to Indiana Code 36-7-14 and 14.5, each as amended; and

WHEREAS, the Council has been further advised that the Commission, following a public hearing thereon, will consider for adoption a resolution authorizing the execution of the Lease, finding, pursuant to Indiana Code 36-7-14.5-14, that the lease rental payments to be paid by the Commission to the Authority pursuant to the Lease are fair and reasonable and finding, pursuant to Indiana Code 36-7-14-25.2, that the use of the Project and the use of the Leased Premises, throughout the term of the Lease, will serve the public purpose of the City and is in the best interest of its residents; and

WHEREAS, the Council desires to approve the Lease, subject to the condition that the aforementioned resolution of the Commission is adopted by the Commission, pursuant to Indiana Code 36-7-14-25.2 which provides that any lease approved by a resolution of the Commission must be approved by a resolution or ordinance of the fiscal body of the unit; and

WHEREAS, to facilitate the sale of and secure the Bonds to be issued by the Authority to finance the costs of the Project, the Council finds that it should pledge to the Commission for payment of lease rentals under the Lease the public safety portion of the local income tax revenues received by the City pursuant to Indiana Code 6-3.6-6, as amended (the "Public Safety LIT Revenues"), and that such pledge shall be binding and effective pursuant to Indiana Code 36-7-14-25.5 and Indiana Code 5-1-14-4; and

WHEREAS, in connection with and in support of the Project, the Council finds that certain real estate acquired or to be acquired by the City which will constitute all or a portion of the Leased Premises should be transferred to the Authority prior to the issuance of the Bonds as herein provided so that title of such real estate is vested in the Authority;

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

1. The Council hereby approves the Lease, subject to the condition that the Commission approves the Lease by resolution of the Commission (the "Commission Resolution"). The Secretary of the Commission is hereby directed to file a copy of the Commission Resolution with the Clerk upon its adoption by the Commission. Upon receipt, the Clerk shall and is hereby directed to affix a copy of the Commission Resolution to this ordinance.

2. In accordance with Indiana Code 36-7-14-25.2(c), the Council hereby approves the following provisions in connection with the Lease and the Bonds: (i) the maximum annual lease rental for the Lease is $3,400,000; (ii) the maximum interest rate for the Bonds to finance the Project in connection with the Lease is 6.0% per annum and such Bonds may be subject to mandatory sinking fund redemption and shall be subject to optional redemption no sooner than five (5) years after their date of delivery at par value; (iii) the proceeds of the Bonds may, if necessary, be used to fund capitalized interest on the Bonds during the construction phase of the Project; and (iv) the maximum term of the Lease is twenty-five (25) years.

3. The City hereby pledges to the Commission for payment of rentals due under the Lease the Public Safety LIT Revenues which pledge of Public Safety LIT Revenues shall be binding and effective pursuant to Indiana Code 36-7-14-25.5 and Indiana Code 5-1-14-4. As soon as possible upon receipt by the City of its distribution of Public Safety LIT Revenues (each a "Distribution"), but in any event not later than the last day of each calendar month, and prior to any other payments from a Distribution, there shall be set aside and transferred to the Commission for payment of lease rentals under the Lease, after taking into account any Pledged TIF Revenues pledged by and available from the Commission for the payment of lease rentals in connection with the Project, an amount of Public Safety LIT Revenues equal to at least one-sixth of the then next due semi-annual lease rental payment under the Lease, until the amount due on the then next semi-annual lease rental payment date shall have been so credited. The pledges of the Pledged TIF Revenues, Public Safety LIT Revenues and District Tax as set forth in the Lease are hereby approved.

4. The City reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from the Public Safety LIT Revenues, in whole or in part, on a parity with the pledge thereof to the Commission hereunder for the payments under the Lease, for any lawful purpose for which the Public Safety LIT Revenues may be applied (collectively, the "Future Parity Obligations"). The authorization and issuance of such Future Parity Obligations shall be subject to the following conditions precedent:

(a) All payments due under the Lease and any other obligations payable from the Public Safety LIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears;

(b) As of the time of issuance of the Future Parity Obligations, the balance in any debt service reserve fund for the Bonds (if any) shall be at least equal to the reserve requirement therefore, and, to the extent Future Parity Obligations secured by one or more debt service reserve funds are outstanding, the balance in such debt service reserve funds is at least equal to the respective reserve requirements for those Future Parity Obligations; provided, however, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the proposed Future Parity Obligations or other funds of the City or the Commission;

(c) The City shall have received a certificate prepared by an independent certified public accountant or an independent financial consultant (the "Certifier") certifying that the Public Safety LIT Revenues received by the City in the calendar year immediately preceding the issuance of the proposed Future Parity Obligations is equal to at least 135% (or such higher percentage as is determined by certification of the Mayor and Controller at the time of the sale of the Bonds or such Future Parity Obligations upon advice of the City's municipal advisor) of the annual debt service requirements in each year on the outstanding Bonds, all then outstanding Future Parity Obligations and any proposed Future Parity Obligations (the Certifier may take into account in its calculation hereunder any TIF Revenues or other local income tax revenues of the City irrevocably pledged to any such obligations); and

(d) Payments of any Future Parity Obligations shall be payable semiannually in approximately equal installments on January 15 and July 15 if such Future Parity Obligations are in the form of a lease obligation and any Future Parity Obligations which are in the form of bonds or other obligations shall have payments due and payable on February 1 and August 1.

5. Prior to the issuance of the Bonds, the City shall, in accordance with Indiana Code 36-1-11-8, transfer any real estate it shall have acquired which will constitute all or a portion of the Leased Premises to the Authority for nominal consideration so that title of such real estate is vested in the Authority. The Mayor, the Controller and Clerk are hereby authorized to execute one or more deeds and other conveyance documents or materials as may be necessary and appropriate, with the advice of counsel, for the transfer of the real estate to the Authority, and may approve any and all documents necessary or appropriate, with the advice of counsel, to effectuate the transfer of the real estate to the Authority.

6. All other ordinances, resolutions or parts thereof in conflict with the provisions and the intent of this ordinance are hereby repealed.

7. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Lafayette, Tippecanoe County, Indiana, upon this _____ day of _____, 2020.

By:_____
Presiding Officer
Lafayette Common Council

ATTEST:

_____
Cindy Murray, Clerk
City of Lafayette

Presented by me to the Mayor of the City of Lafayette, Tippecanoe County, Indiana, upon this _____ day of _____, 2020.

_____
Cindy Murray, Clerk
City of Lafayette

Signed and Approved by me upon this _____ day of _____, 2020.

_____
Tony Roswarski, Mayor
City of Lafayette

This ordinance sponsored by: Jacque Chosnek, City Attorney

3895190v2

EXHIBIT A

Form of Lease

LEASE AGREEMENT

between

CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF LAFAYETTE REDEVELOPMENT COMMISSION

LESSEE

Dated as of _____, 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this ____ day of _____, 2020, by and between the CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, as lessor (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the City of Lafayette, Indiana (the "City"), and the CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, as lessee (the "Lessee"), the governing body of the City of Lafayette Department of Redevelopment acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment projects;

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act;

WHEREAS, the Lessee has designated a certain area in the City known as the "Consolidated Creasy/Central Economic Development Area" (the "Area") as an economic development area under the Act;

WHEREAS, the Lessee has designated the Area as an allocation area under the Act, consisting of the Consolidated Central Allocation Area and the Consolidated Creasy Lane Allocation Area (collectively, the "Allocation Area"), and approved the economic development plan for the Area;

WHEREAS, to foster economic development and redevelopment in the City, the Lessor, and the Lessee desire to provide for the planning, designing and construction of, among others, the police station and parking garage improvements set forth on Exhibit A hereto (collectively, the "Project"), which are located in or directly serve or benefit the Area;

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, the costs of the planning, designing and construction of the Project will be paid from proceeds of bonds, to be issued by the Lessor in one or more series in a maximum original principal amount not to exceed Forty-Five Million Dollars ($45,000,000) (the "Bonds");

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Lessor relating to the Bonds to be issued by the Lessor to finance the Project;

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Lafayette Redevelopment District (the "District");

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any improvements that, on the date hereof are located thereon, the "Leased Premises), and such interests shall be for a term no less than the term of this Lease, provided, however, that during the construction phase of the Project the Leased Premises shall also include the City Hall located at 20 North 6th Street in the City (the "City Hall");

WHEREAS, the total cost of the Project, including, but not limited to, costs of planning, designing, construction, improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of bonds by the Lessor, is estimated to be not greater than $45,000,000;

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to Indiana Code 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City has by resolution approved this Lease, and the resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Acquisition of Interest in Real Estate. The date by which the Lessor acquires the interest in the City Hall, as a portion of the Real Estate, and the City Hall, as a portion of the Leased Premises, is available for use shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease in the form attached hereto as Exhibit C. The date by which the Lessor acquires the remaining interest in the Real Estate and the Leased Premises are available for use shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease in the form attached hereto as Exhibit D. As herein further provided, at such time the City Hall shall be released from this Lease.

2. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date on which the Lessee begins to make lease rental payments hereunder and ending on the day prior to a date not more than Twenty-Five (25) years thereafter. During the construction phase of the Project, the Leased Premises shall also include the City Hall described in Exhibit B which City Hall shall be released from this Lease upon the completion of the Project. The term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased

Premises pursuant to Section 12 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Project, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Project; provided that no bonds or other obligations of the Lessor issued to finance or refinance the Project remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

3. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay fixed annual rental for the use and occupancy of the Leased Premises at a maximum annual rate of Three Million Four Hundred Thousand Dollars ($3,400,000) (the "Fixed Annual Rentals"). The Fixed Annual Rentals shall be payable in advance in semi-annual installments on the dates set forth in Section 4 hereof.

After the sale of the Bonds issued to finance the acquisition and construction of the Leased Premises, the semi-annual installment of the Fixed Annual Rentals for the Leased Premises for each six-month period ending on each January 15 and July 15 (each a "Semi-annual Period") shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on the Bonds in such Semi-annual Period, plus Five Thousand Dollars ($5,000) added to each payment. Payment of the Fixed Annual Rentals shall commence on the later of (i) the date the leasehold interest in the City Hall is acquired by the Lessor, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than July 15, 2021. Such date and the amount of each semi-annual installment of such reduced Fixed Annual Rentals shall be endorsed on this Lease by the parties hereto at the time of issuance of the Bonds and recorded as an addendum in the form attached hereto as Exhibit E. If more than one series of Bonds is issued, the addendum shall be executed and recorded upon issuance of the final series of Bonds.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 3(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the

nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 3 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable from a combination of: (i) $1,000,000 per year of tax increment revenue generated in the Allocation Area (the "TIF Revenues") within the Area (herein the "Pledged TIF Revenues"), junior to the Outstanding Senior TIF Obligations (as hereinafter defined) and on a parity with the Outstanding Junior TIF Parity Obligations (as hereinafter defined), (ii) the public safety portion of the local income tax revenues received by the City pursuant to Indiana Code 6-3.6-6, as amended, and pledged by the City to the Commission for the payment of rentals hereunder (the "Public Safety LIT Revenues") and (iii) to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are ever insufficient to pay Fixed Annual Rentals and the Additional Revenues, from the revenues of a special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 (the "Special Tax Revenues"). Each year when the Lessee prepares its budget, the Lessee shall estimate the amount of Pledged TIF Revenues and Public Safety LIT Revenues expected to be collected in the subsequent calendar year. To the extent that the Pledged TIF Revenues and Public Safety LIT Revenues, together with the funds on deposit in the funds held under the Indenture (as herein defined) which are available for the payment of debt service on the Bonds (the "Funds on Deposit"), are not available or are not expected to be available on the dates on which the Fixed Annual Rentals and Additional Rentals are due and any Senior TIF Obligations, Outstanding Parity TIF Obligations, Parity TIF Obligations and Parity Public Safety LIT Obligations (each as herein defined) in the subsequent bond year for which the budget is being prepared, the Lessee shall annually levy the Special Benefits Tax on all taxable property in the District in an amount sufficient, when combined with the aforementioned funds, to pay the Fixed Annual Rentals and Additional Annual Rentals, on their due dates. If the ensuing collection of the Pledged TIF Revenues, Public Safety LIT Revenues, together with the Funds on Deposit are insufficient to pay any Fixed Annual Rentals and Additional Rentals when due, the Lessee shall immediately initiate proceedings to levy the Special Benefits Tax on all taxable property in the District in accordance with Indiana Code 36-7-14-27 sufficient to pay any shortfall. To the extent that funds held in any debt service reserve fund under the Indenture are used to pay the debt service due on the Bonds, the Lessee shall levy the Special Benefits Tax to replenish such debt service reserve fund to the reserve requirement applicable to the Bonds. The Lessee covenants that it will not take any action to repeal, rescind or reduce the pledge of Pledged LIT Revenues, Public Safety LIT Revenues or Special Benefits Tax under this Lease so long as this Lease remains in effect.

4. Payment of Rentals. (a) The first lease rental payment shall be due on the later of (i) the date the City Hall is acquired by the Lessor by leasehold, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than July 15, 2021, as set forth in the addendum referred to in Section 3(a) above. If the first rental payment date on the Leased Premises is other than January 15 or July 15, the first rental payment shall be for an amount calculated at the rate for that Semi-annual Period from the date of payment to the next January 15 or July 15. Thereafter, rentals on the Leased Premises shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rent payment on the Leased Premises due shall be adjusted to provide for a rental payment at the rate specified above from the date such installment is due to the expiration of this Lease. During the construction phase of the Project, the City Hall shall constitute a part of the Leased Premises and be available for use and occupancy. Notwithstanding the foregoing, the provisions of this Lease shall not result in any interference or intrusion by the Lessor or the Lessee with the operation and maintenance of the City Hall for its purposes in connection with the operation of the government of the City. Upon the completion of the Project, the Lease Premises shall no longer include the City Hall and the City Hall shall be released from this Lease. The parties agree to execute any such appropriate documentation and instruments necessary to effectuate such release of the City Hall from this Lease upon delivery of the addendum attached hereto as Exhibit D.

(b) All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

5. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall be the obligation of the Lessor to restore and rebuild the Lease Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 7 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 7 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

Notwithstanding anything in the Lease to the contrary, in the event of partial or total destruction of the Leased Premises, on a best efforts basis, leasable property and improvements of substantially equal value to the Leased Premises destroyed shall be transferred to the Lessor by the City and/or the Lessee in substitute thereof, and the Fixed Annual Rentals and Additional Rentals provided for therein shall continue to be paid as provided by the Lease without interruption or abatement. In the event of such substitution, the substituted property shall become part of the leased property under the Lease for all purposes hereof.

6. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for the operation, maintenance, repairs and alterations to the Leased Premises, but may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee

7. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to the greater of (i) the option purchase price set forth in Section 12 hereof or (ii) one hundred percent (100%) of the full replacement cost of the Leased Premises. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall

not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the buildings as provided in Section 5 hereof.

The insurance policies described in this Section 7 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's use of the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

9. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

10. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

11. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

12. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase Lessor's interest in the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase Lessor's interest in the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee: (i) the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title, and (ii) this Lease Agreement shall terminate.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

13. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 11, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 12, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

14. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

15. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: City of Lafayette Redevelopment Authority, Attention: President, 20 North 6th Street, Lafayette, Indiana 47901; (b) to Lessee: City of Lafayette Redevelopment Commission, Attention: President, 20 North 6th Street, Lafayette, Indiana 47901.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

16. Parity TIF Obligations – TIF Revenues. The Lessee reserves the right to issue bonds, enter into leases or other obligations of the Commission payable from TIF Revenues, in whole or in part, and entitled to the pledge of TIF Revenues on a parity with the pledge of the Pledged TIF Revenues as set forth in this Lease in accordance with the requirements set forth below ("Parity TIF Obligations") for the purpose of raising money for future property acquisition, redevelopment or economic development in or serving the Area, for refunding any previously issued and outstanding Parity TIF Obligations, or for any other legally permitted purpose. The authorization and issuance of such Parity TIF Obligations shall be subject to the following conditions precedent:

(a) All rental payments due under the Lease and all payments on any obligations payable from TIF Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) The Lessee shall have received a certificate prepared by an independent certified public accountant or an independent financial consultant ("Certifier") certifying that the TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, is estimated to be equal to at least one hundred thirty-five percent (135%) of the lease rental and debt service requirements with respect to all outstanding obligations of the Lessee payable from TIF Revenues for each respective year during the term of the Lease and the Parity TIF Obligations. In estimating the TIF Revenues to be received in any future year, the Certifier shall base its calculation on assessed valuation actually assessed or to be assessed as of the assessment date immediately preceding the issuance of the Parity TIF Obligations; provided, however, the Certifier shall adjust such values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area. No increase in the TIF Revenues received in any future year shall be assumed which results from projected inflation in property values.

(c) Payments of any Parity TIF Obligations payable from TIF Revenues shall be payable semiannually in approximately equal installments on January 15 and July 15 if such Parity TIF Obligations are in the form of a lease obligation and any Parity TIF Obligations which are in the form of bond or other obligations shall have payments due and payable on February 1 and August 1.

The Lessee shall approve and confirm the findings and estimates set forth in the above-described certificate in any resolution authorizing the Parity TIF Obligations or junior obligations payable from TIF Revenues. Except as provided in this Lease, the terms and

conditions of any Parity TIF Obligations shall be set forth in the resolution authorizing such Parity TIF Obligations.

The pledge of Pledged TIF Revenues as set forth in this Lease shall be junior and subordinate to the payment of the (i) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated as the "Lease Rental Refunding Revenue Bonds, Series 2010 A," now outstanding in the amount of $145,000 and maturing semi-annually over a period ending January 15, 2021 (the "2010 A Lease Rental Refunding Bonds"), (ii) principal of and interest on bonds of the Lessee designated as the "Refunding Revenue Bonds of 2012," now outstanding in the amount of $985,000 and maturing semi-annually over a period ending February 1, 2025 (the "2012 Revenue Refunding Bonds"), and (iii) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated as the "Lease Rental Refunding Bonds, Series 2013A," now outstanding in the amount of $860,000 and maturing semi-annually over a period ending February 1, 2026 (the "2013A Lease Rental Refunding Bonds") (the 2010 A Lease Rental Refunding Bonds, the 2012 Revenue Refunding Bonds and the 2013A Lease Rental Refunding Bonds, collectively, the "Senior TIF Obligations"). The Senior TIF Obligations are senior to the pledge of the Pledged TIF Revenues hereunder and any other Outstanding Parity TIF Obligations (as hereinafter defined) and Parity TIF Obligations. Once the Senior TIF Obligations are no longer outstanding, the Lessee may issue obligations payable from TIF Revenues which are junior and subordinate to this Lease, the Outstanding Parity TIF Obligations and any other Parity TIF Obligations.

The pledge of Pledged TIF Revenues as set forth in this Lease shall be on a parity with the payment of (i) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated the "Lease Rental Bonds of 2014," now outstanding in the amount of $15,135,000 and maturing semiannually over a period ending August 1, 2039 (the "2014 Bonds"), (ii) principal of and interest on bonds of the City designated as the "Economic Development Subordinate Tax Increment Revenue Bonds, Series 2015," now outstanding in the amount of $3,705,000 and maturing semiannually over a period ending February 1, 2035 (the "2015 Bonds"), (iii) principal of and interest on bonds of the City designated as the "Economic Development Subordinate Tax Increment Revenue Bonds, Series 2017," now outstanding in the amount of $2,965,000 and maturing semiannually over a period ending February 1, 2023 (the "2017 Bonds"), (iv) principal of and interest on bonds of the City designated as the "Economic Development Subordinate Revenue Bonds of 2019," now outstanding in the amount of $1,200,000 and maturing semiannually over a period ending February 1, 2035 (the "2019 Bonds"), (v) principal of and interest on bonds of the City designated as the "Taxable Economic Development Subordinate Revenue Bonds of 2020 (Nova Tower Project)," now outstanding in the amount of $1,673,000 and maturing semiannually over a period ending February 1, 2035 (the "2020 Nova Tower Bonds") and (vi) principal of and interest on bonds of the City designated as the "Taxable Economic Development Subordinate Tax Increment Revenue Bonds of 2020 (Ellsworth Project)," now outstanding in the amount of $3,435,000 and maturing semiannually over a period ending August 1, 2039 (the "2020 Ellsworth Bonds") (the 2014 Bonds, the 2015 Bonds, the 2017 Bonds, the 2019 Bonds, the 2020 Nova Tower Bonds and the 2020 Ellsworth Bonds, collectively, the "Outstanding Parity TIF Obligations").

17. Parity Public Safety LIT Obligations. As set forth in its Ordinance No. _____, adopted by the Common Council of the City on _____, 2020 (the "Public Safety LIT Revenue Pledge Ordinance"), the City reserves the right to pledge Public Safety LIT Revenues

to additional obligations, on a parity with the pledge of the Public Safety LIT Revenues to the payments due under this Lease (such obligations, herein, the "Parity Public Safety LIT Obligations"), in accordance with the terms of the Public Safety LIT Revenue Pledge Ordinance.

18. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

19. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:	LESSEE:
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY	CITY OF LAFAYETTE REDEVELOPMENT COMMISSION
_____	_____
_____, President	Jos N. Holman, President
ATTEST:	ATTEST:
_____	_____
_____, Secretary	T.J. Thieme, Secretary

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Dennis H. Otten, Esq.

This document was prepared by Dennis H. Otten, Esq., Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204 (317) 684-5000.

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Jos N. Holman and T.J. Thieme, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

_____
Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and Jos N. Holman and T.J. Thieme to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Lease Agreement; that said WITNESS was present and saw said _____, _____, Jos N. Holman and T.J. Thieme execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

_____
(*Signature*)
_____, Notary Public
(*Printed Name*)

Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of the construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment.

EXHIBIT B

DESCRIPTION OF REAL ESTATE

[INSERT DESCRIPTIONS FOR PARCELS FOR PROJECT AND FOR CITY HALL]

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20___, by and between City of Lafayette Redevelopment Authority (the "Lessor"), and City of Lafayette Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that the date by which the Lessor acquires an interest in the City Hall and the City Hall is available for use shall be endorsed on the Lease and shall be recorded as an addendum to the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Lessor has acquired an interest in the City Hall and the City Hall is available for use is _____, 202_.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR	LESSEE:
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY	CITY OF LAFAYETTE REDEVELOPMENT COMMISSION
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary	Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 202_.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 202_.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

_____
Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 202_.

_____
(*Signature*)
_____, Notary Public
(*Printed Name*)
Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT D

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20___, by and between City of Lafayette Redevelopment Authority (the "Lessor"), and City of Lafayette Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that the date by which the Lessor acquires the Real Estate and the Leased Premises are available for use shall be endorsed on the Lease and shall be recorded as an addendum to the Lease and said addendum shall also provide for the release of the City Hall (as defined in the Lease) from the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Lessor has acquired the Real Estate and the Leased Premises are available for use is _____, 202_. The City Hall is hereby released from the Lease and is therefore no longer a portion of the Real Estate or the Lease Premises.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR	LESSEE:
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY	CITY OF LAFAYETTE REDEVELOPMENT COMMISSION
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary	Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 202__.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 202__.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

_____
Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 202_.

_____
(*Signature*)
_____, Notary Public
(*Printed Name*)
Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT E

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2020, by and between City of Lafayette Redevelopment Authority, (the "Lessor"), and City of Lafayette Redevelopment Commission, (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR	LESSEE:
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY	CITY OF LAFAYETTE REDEVELOPMENT COMMISSION
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary	Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

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

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

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

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

Appendix I to Addendum to Lease

Rental Schedule

Payment Date	Lease Rental Amount

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

_____
Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

_____
(*Signature*)
_____, Notary Public
(*Printed Name*)
Residing in _____ County, Indiana

My Commission Expires: _____

FILED
CITY CLERK
2020 SEP 28 P 4:15
DIDDY MURRAY

RESOLUTION NO. 2020-20

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, APPROVING (1) RESOLUTION NO. LRC-2020-12 OF THE CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, WHICH AMENDED THE ECONOMIC DEVELOPMENT PLAN FOR THE CONSOLIDATED CREASY/CENTRAL ECONOMIC DEVELOPMENT AREA, AND (2) THE ORDER OF THE AREA PLAN COMMISSION OF TIPPECANOE COUNTY, INDIANA RELATED THERETO

WHEREAS, on September 24, 2020, the City of Lafayette Redevelopment Commission (the "Commission") adopted Resolution No. LRC-2020-12 (the "Amending Declaratory Resolution") amending the declaratory resolution, as previously amended, related to the Consolidated Creasy/Central Economic Development Area (the "Consolidated Area"), to amend the economic development plan, as amended, for the Consolidated Area (the "Economic Development Plan") to include the construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City of Lafayette, Indiana (the "City"), together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment; and

WHEREAS, the Area Plan Commission of Tippecanoe County Indiana (the "Plan Commission") approved the Economic Development Plan as amended by the Amending Declaratory Resolution (the "Amended Plan") and the Amending Declaratory Resolution on October 21, 2020; and

WHEREAS, Indiana Code 36-7-14 (the "Act") requires approval of the Amending Declaratory Resolution, the Amended Plan and the action of the Plan Commission by the Common Council of the City;

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

Section 1. The Amending Declaratory Resolution and Amended Plan for the Consolidated Area are in all respects approved, ratified and confirmed by the Common Council of the City.

Section 2. The action of the Plan Commission approving the Amended Plan and the Amending Declaratory Resolution is in all respects approved, ratified and confirmed by the Common Council of the City.

Section 3. The determination of the Commission that the Area is an economic development area pursuant to Indiana Code 36-7-14 is in all respects approved, ratified and confirmed.

Section 4. The Clerk of the City is hereby directed to file a copy of the Amending Declaratory Resolution, the Amended Plan and the approving order of the Plan Commission with the permanent minutes of this meeting.

Section 5. This resolution shall be effective from and after passage.

PASSED AND ADOPTED by the Common Council of the City of Lafayette, Tippecanoe County, Indiana, this _____ day of _____, 2020.

COMMON COUNCIL OF THE CITY OF
LAFAYETTE, INDIANA

By:_____
Presiding Officer

Lafayette Common Council
ATTEST:

_____
Cindy Murray, Clerk
City of Lafayette

Presented by me to the Mayor of the City of Lafayette, Tippecanoe County, Indiana, this _____ day of _____, 2020.

_____
Cindy Murray, Clerk
City of Lafayette

Signed and approved by me upon this _____ day of _____, 2020.

_____
Tony Roswarski, Mayor
City of Lafayette

This resolution sponsored by: Jacque Chosnek, City Attorney