WEST LAFAYETTE
HOME of PURDUE

CITY COUNCIL
Monday, October 5, 2026 at 6:30 PM

Meeting Agenda

Common Council is held at Margerum City Hall, 222 North Chauncey Avenue, West Lafayette, IN 47906. Comments can be submitted to the Clerk's office by emailing clerk@westlafayette.in.gov.

Electronic Options:

- Live stream via the Meetings & Agendas section of our website.
- Stream via Microsoft Teams or phone: +1-574-367-5293, Code: 869 451 584
  - Electronic participation by Councilors is *not* permitted for this meeting.

1. CALL TO ORDER: (Pledge of Allegiance)
2. ROLL CALL: Bellisario, Blanco, Burr, Lee, Leverenz, Parker, Rajkarnikar, Sanders, Schenkel
3. PRE-COUNCIL ACTION ITEMS: None
4. MINUTES:
   a. Approval of Minutes: September 8, 2026 Council Meeting
   Documents:
   - September 8, 2026 Council Minutes
5. REPORTS OF BOARDS AND COMMISSIONS:
   1. Area Plan Commission (Leverenz, Parker)
   2. Joint Board (Burr)
   3. Redevelopment Commission (Burr)
6. FINANCIAL REPORT: City Controller
   a. Financial Report
   Documents:
   - Finance Report
7. LEGAL REPORT: Corporation Counsel
8. REPORTS OF CITY DEPARTMENTS ON FILE IN THE CLERK'S OFFICE:

a. Parks and Recreation Report - September 2026

Documents:

- Parks and Recreation Report - September 2026

b. HR Report

Documents:

- HR Report

c. Fire Report - September 2026

Documents:

- Fire Report

d. Street Department Report

Documents:

- September 2026

e. Building Department Reports

Documents:

- Building
- Rental Hsg

9. SPECIAL REPORTS:

10. PUBLIC RELATIONS:

a. Appointments:

i. Council Appointments for Approval: Racial Recognition Task Force - Patti O'Callaghan, George Lyle, and Charlie Shook

ii. Informational Mayoral Appointment: Go Greener Commission - Brenna Ellison

Documents:

- Ellison Application

11. UNFINISHED BUSINESS:

a. Ordinance No. 16- 2026 An Ordinance Setting The 2027 City Budget And Setting The 2027 Tax Levy On Property And Tax Rate (Prepared by Controller) [No. of Readings 2 of 2]
Continued from the September 8, 2026, Council meeting.

- **PUBLIC HEARING**

Documents:

- Ordinance No. 16-2026 (PROPOSED Amended)
- Notice to Taxpayers (Public Hearing)
- 3-Year Trend (as of 09.25.26)
- Ordinance No. 16-2026
- Presentation: Revenue Sources & Uses [Presented 08.03.26]

b. Ordinance No. 21-2026 An Ordinance Of The City Of West Lafayette, Indiana, Amending The West Lafayette City Code Relating To The Rates And Charges Of The Sewage Works Of The City (Sponsored by Mayor) [No. of Readings 2 of 2]

- **PUBLIC HEARING**

Documents:

- Ordinance No. 21-2026
- Public Hearing Notice
- 2026 Rate Study (Krohn & Associates)

12. NEW BUSINESS:

a. Ordinance No. 22-2026 An Ordinance Authorizing The Acquisition, Construction And Installation Of Certain Improvements To The Sewage Works Of The City Of West Lafayette, Indiana, The Issuance Of Additional Revenue Bonds In One Or More Series To Finance The Cost Thereof, The Collection, Segregation And Distribution Of The Revenues Of Such Sewage Works, The Safeguarding Of The Interests Of The Owners Of Such Revenue Bonds And Other Matters Connected Therewith, Including The Issuance Of Notes In Anticipation Of Such Bonds, And All Matters Related Thereto (Sponsored by Mayor) [No. of Readings 1 of 2]

Documents:

- Ordinance No. 22-2026
- Informational: BOW Res. BW-2026-01

b. Ordinance No. 23-2026 An Ordinance Vacating A Public Alley (Submitted by Reiling Teder & Schrier on behalf of Sullivan Developers, LLC) [No. of Readings 1 of 2]

Documents:

- Ordinance No. 23-2026
- Petition for Vacation

c. Ordinance No. 24-2026 An Ordinance Amending Chapter 6, Article V Of The Code Of Ordinances Of The City Of West Lafayette, State Of Indiana (Rental Housing Inspection and Registration) (Sponsored by Councilor Burr) [No. of Readings 1 of 2]

Documents:

- Ordinance No. 24-2026

d. Ordinance No. 25-2026 An Ordinance To Set The 2027 Salary Schedule For All Officials And Employees Of The City Of West Lafayette, Indiana (Presented by Controller) [No. of Readings 1 of 2] *This Ordinance was originally filed by title only, and documents were made available on October 1, 2026.*

Documents:

- Ordinance No. 25-2026
- List of Changes Made Since Ord. No. 19-2026

e. Resolution No. 23-2026 A Resolution Of The City Of West Lafayette, Indiana, Approving

And Authorizing The Execution Of Lease Agreements Relating To Proposed Refunding Bonds To Be Issued By The City Of West Lafayette Redevelopment Authority (Sponsored by Mayor) [No. of Readings 1 of 1]

Documents:

- Resolution No. 23-2026 [map placeholders filled 10.01.26]
- Informational: RDC Res. No. RC 2026-10

f. Resolution No. 24-2026 A Resolution Authorizing Approval And Execution Of An Interlocal Agreement Between The City Of West Lafayette And Tippecanoe County To Provide For The Equal Division Of IDD Funds From The SK Hynix Project (Sponsored by Mayor) [No. of Readings 1 of 1]

Documents:

- Resolution No. 24-2026
- Interlocal Agreement (IDD Funds)

g. Resolution No. 25-2026 Amendment To Resolution No. 09-22 - A Resolution Regarding Limitation On Government Use Of License-Plate-Recognition Cameras (Sponsored by Councilors Sanders and Burr) [No. of Readings 1 of 1]

Documents:

- Resolution No. 25-2026
- For Reference: Res. No. 09-22

13. REPORT BY THE MAYOR

14. COMMUNICATIONS

15. PUBLIC COMMENTS

We welcome public comment and encourage active participation at this meeting.

There will be an opportunity for public comment on each Ordinance or Resolution currently before the Council, and again at the end of the meeting for general issues or concerns. These comments should be limited to three (3) minutes in length, and we ask that you not repeat what others have said. Your comments should be courteous and respectful of all. If you need additional time, please consider sending your questions, comments, or concerns to the City Clerk at: clerk@westlafayette.in.gov.

If you wish to speak, we request that you sign in on the designated sheet at the podium.

Your contribution to this meeting aids the efforts of the Council in addressing issues that are important to the citizens of West Lafayette.

16. ADJOURNMENT

Next Regular Council Meeting: November 2, 2026

Note: Pre-Council meets on an as-needed basis and will be announced on public meeting notices from the Clerk's Office.

CITY OF WEST LAFAYETTE
COMMON COUNCIL
MINUTES
September 8, 2026

The Common Council of the City of West Lafayette, Indiana, met in Council Chambers at Margerum City Hall on September 8, 2026, at the hour of 6:30 p.m.

President Leverenz called the meeting to order and presided. The Pledge of Allegiance was recited.

Members Present: Iris O'Donnell Bellisario, James Blanco, Colin Lee, Larry Leverenz, Kathy Parker, Rabita Rajkarnikar, and Nick Schenkel.

Absent: Stacey Baitinger Burr and David Sanders.

Also present: Mayor Erin Easter, Corporation Counsel Eric Burns, Clerk Sana Booker, Director of Technology Chris Benavidez, Communications Director Michelle Brantley, City Engineer Scott Chandler, Police Chief Adam Ferguson, City Controller Peter Gray, Building Commissioner Jason Hardebeck, WWTU Director David Henderson, Parks Superintendent Kathy Lozano, Fire Chief Jeff Need, Housing Director Chad Spitznagle, Street Commissioner Jeremy Stinson, and Director of Development Jen Van Schuyver.

PRE-COUNCIL ACTION ITEMS: None (A Pre-Council meeting was not held.)

MINUTES
Councilor Blanco moved for acceptance of the minutes of the July 30, 2026, Pre-Council Meeting, and August 3, 2026, Common Council Meeting. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

REPORTS OF BOARDS AND COMMISSIONS:
a) APC REPRESENTATIVES
President Leverenz reported that the ordinance for the data centers has gone through the APC Ordinance and Bylaws Committee. It will go to the full APC meeting on September 16, 2026, and that is the point at which comments or suggestions for changes should be made. It will hopefully come to this Council in October. He explained that if it is not approved by the Council then we will be left without any kind of ordinance on data centers at all. The current moratorium on data centers ends on November 2, 2026.

b) JOINT BOARD REPRESENTATIVE
There was no report.

c) REDEVELOPMENT COMMISSION REPRESENTATIVE
There was no report.

FINANCIAL REPORT
Controller Gray reported that at two-thirds of the way through the year, the budget is at 53% for expenses or 61% with encumbrances included. He also reported that the State

Board of Accounts (SBOA) provided reports on the 2025 audits on both the City and the Redevelopment Authority (RDA). As usual, the SBOA issued opinions on both Generally Accepted Accounting Principles (GAAP) and regulatory types of accounting, and because we use the regulatory type, the SBOA issues an adverse opinion on the GAAP type. We received an unmodified opinion on the regulatory type, which is good. They have reported a finding and a comment. The comment was on bank reconciliations; we do reconcile to the bank with our internal system. There are some discrepancies as to which account some of the funds are in. On Friday, we found what the problem was in the system, so it should be cleared up fairly quickly. He thinks the finding itself is a matter of opinion. He explained that at the end of 2025, we issued a new Wastewater bond to refund, or refinance, the 2016 bond for the Combined Sewer Overflow (CSO) Project. We transferred funds to the bond trustee when that bond closed at the end of December 2025. The trustee held that until the bond was due on January 2, 2026. In order to not overstate our cash at the end of the year by $14 million, we recorded that transaction of paying off the liability and reducing our cash in 2025. Statement No. 23 from the Governmental Accounting Standards Board (GASB) suggests that this is what should be done; however, the auditors looked at it strictly from a regulatory, or cash-basis, standpoint. Their opinion is that the cash should have been left on the books since it did not leave the trustee until 2026. He stated that the SBOA listed the finding as a failure of internal controls, because they considered it a mistake; however, it was an intentional decision to book that in 2026. He feels that most people who use the financial statements and bond markets are going to be much more familiar with the GASB ruling and regulatory accounting than they would be with our State regulatory. He noted that our financial advisor agreed that the process used made sense. He reported that the RDA received an unmodified opinion.

Councilor Schenkel asked where the general public could learn more about this. Controller Gray responded that the financial statements are listed on the State's Gateway site. An internet search on federal audits will also provide a clearing house site.

LEGAL REPORT
This report is on file.

REPORTS OF CITY DEPARTMENTS ON FILE IN THE CLERK'S OFFICE
There were no comments.

SPECIAL REPORTS:
West Lafayette Police Department Automated License Plate Reader (ALPR) Overview
Police Chief Adam Ferguson
Chief Ferguson stated that this is an overview of the WLPD's use of ALPRs, and he will present a much more detailed public information session on September 22, 2026. It will include local results, the legal landscape surrounding ALPRs, risks, and the safeguards the WLPD uses to govern its use. This presentation is on essential points of what the technology does and does not do, how it has helped locally, and why thoughtful oversight remains important. Chief Ferguson started with the foundation that the Council established in 2022, explaining that the technology was not deployed without discussion or safeguards. In 2022, the Council recognized the public safety value of ALPR

technology, while also acknowledging legitimate privacy concerns and established safeguards before the WLPD deployed the technology. This responsible foundation does not need to be treated as the end of the conversation as technology changes, the law develops, and experience gives us better information. He stated that we have an opportunity to lead thoughtful refinement. Chief Ferguson explained what the ALPR system does; it captures a point-in-time still image, attempts to read the license plate, and notes certain vehicle characteristics, with the date, time, and location. It temporarily retains that information for a predefined time period. If an officer receives an alert, they must verify information before taking enforcement action, and conducting a search in the system must be with a legitimate law-enforcement purpose. He stated that it is not a video system, and it does not provide continuous tracking. We do not use facial recognition; that is one of the safeguards placed in 2022. It does not provide the Department with Global Positioning System (GPS) information or access to cell phone information. The ALPRs do not record audio nor automatically provide the vehicle's registered owner, home address, or complete license information. The system does not tell us who is driving, why a vehicle was there, or if a crime occurred. An ALPR observation is not a complete story, and it is not probable cause by itself. He stated that he wants to be clear that the ALPR system itself does not contain any personal identifying information about any individual; it captures a license plate, information about the vehicle, and only that observation alone. Chief Ferguson spoke about how the observations become more useful when other agencies can cooperate across jurisdictional lines. The four cameras deployed in West Lafayette are part of a shared ALPR network that includes the Purdue Police Department, the Tippecanoe County Sheriff, and certain private properties that have chosen to protect their properties with this technology. He stated that with appropriate permissions, law enforcement agencies can use shared detections for authorized investigations, because crimes, missing persons, and endangered people do not stop at jurisdictional boundaries. Each local partner maintains a system of accountability similar to our own, and access is documented. Chief Fergson spoke about a case of a receiving a missing-person alert for a dementia patient from Illinois. He noted that there was no local or regional bulletin that would have otherwise brought the person to the Department's attention; however, because of the ALPR alert, officers located the person within minutes. Chief Ferguson stated that this is the kind of real-world outcome he has to consider when weighing benefits of this technology against its risks. He also provided some numbers on activity such as custodial arrests and investigations, based on a keyword search of the Department's reports for only the term "ALPR," showing its value as an investigative tool to help develop and confirm leads. He stated that the legal analysis still depends on how the system is built and used. The constitutional questions are not based on if ALPR is used, but how it is being used. It depends on what a particular system reveals, not merely what the technology might theoretically be cable of doing. He reviewed what courts may look at, and he stated that a limited network that captures an occasional point-in-time observation presents a much different factual question from a dense system capable of reconstructing a vehicle's detailed movements over time. That is why we should examine West Lafayette's system as it is actually deployed. He will address developing case law and compare our network with a much denser ALPR system in greater detail on September 22nd. He stated that the WLPD's safeguards are designed around features that work in layers of access, retention, sharing, and use. We limit data through short retention

periods and controlled sharing. We require purpose-based access from individual accounts with documentation, and we maintain audit capability. Officers must independently verify the information before taking enforcement action. The use is subject to training and supervisory oversight. There is also a public governance layer; being transparent with the community and conducting periodic reviews of policy, access, and the technology itself. He stated that that is what we are here to do right now. He added that no single safeguard is enough by itself – the protection comes from those layers working together, along with accountability when the rules are not followed. Ultimately, these expectations should extend beyond one department or one city; this is not just a West Lafayette conversation. Responsible ALPR use should be a professional standard across law enforcement, and that is why both the Indiana and International Association of Chiefs of Police support stronger professionalism and standards regulating ALPR use. Police leaders across the country are working with legislators so that our operational experience can help shape meaningful safeguards, along with consistent expectations. He stated that the shared objective should be clear – professional standards and safeguards that preserve legitimate public safety value while strengthening accountability and public trust. Chief Ferguson stated that at the session on September 22nd, he will walk through detailed screenshots, share more local success stories, legal context, safeguards, and a 30-day case study using his own vehicle. The public can see both what the system reveals and what it does not. His goal is informed understanding; it is not an expectation that everyone will reach the same conclusion. He stated that we have a responsibility to explain the technology we use, to answer questions, and to listen seriously to our community's concerns. He noted that years before the Council's early governance in 2022, many Indiana public agencies began publicly formalizing similar safeguards. He stated that in 2022, the Council recognized that ALPRs have legitimate public safety value while also raising reasonable concerns about privacy, accountability, and government data collection. Rather than treating these principles as mutually exclusive, the Council worked to balance them, and four years later, this technology has evolved, our experience has grown, and the public conversation has changed. Many of the protections established in this room in 2022 are now being recommended by police chiefs, professional organizations, lawmakers, and other communities across the country. Our responsibility is to build thoughtfully on that foundation. The WLPD is asking for the Council's continued partnership, along with input from our community and the broader law enforcement professional as we refine these safeguards for the future. He stated that our shared goal remains the same, which is to preserve the legitimate public safety value of this technology while ensuring appropriate limits, meaningful accountability, and the professionalism and transparency our community deserves.

Chief Ferguson responded to various questions from the Council, and his answers plus additional comments are consolidated here.. He stated that he believes there are a total of 20 cameras within the shared network he previously described. He explained that the prosecution of officers who misuse the system would be up to the Prosecutor's Office, but that should be considered depending on the circumstances of the event. He explained that officers must provide a reason for using the system, and if they use it for another purpose, then it means they have sacrificed their integrity, and that is not acceptable to him. Lying during an investigation to use a valuable tool provided to the officers is exactly why officers are being punished across the country. He stated that the system is not

audited frequently at this time, but that is part of the conversation that we can have; he is open to making that frequent, such as monthly. He stated that because we established rules early and our officers have a clear understanding of this technology, and we do not want to lose it, the officers are not abusing it. He cannot speak for other agencies, but he thinks the WLPD has used this technology responsibly with those established safeguards. Chief Ferguson stated that he cannot speak to how cameras on privately-owned property, such as at businesses, are included in the national network. Chief Ferguson confirmed that the information that the WLPD accesses does not link to cell phone data, which would require a warrant in most cases. Chief Ferguson acknowledged that this issue includes that people choose to carry a cell phone whereas they do not choose to be monitored by an ALPR system. He understands and hears those concerns, and that is why conversations about volume, density, and placement of cameras in the network all matter. He will discuss that more on the 22nd. Chief Ferguson, speaking on training on this system, stated that he considers West Lafayette to be leaders; we established safeguards and recognized concerns. He thinks that there are a lot of misconceptions about what this system actually contains – it is not very much, but it is also very powerful. In connection with other things, it can be very useful; by itself, it is not. He stated that this conversation is still fairly new, but we are guiding best practices now and we went into this with the best of intentions. He stated that our concerned community recognized the privacy concerns early, especially with regard to facial recognition. The conversation does not need to end there; we can have reasonable discussions about what this is without abandoning the technology altogether. He is open to safeguards, discussion, and mutual understanding of both the power of the system as well as the risks of the system. That is why transparency and conversations are important.

PUBLIC RELATIONS: None

UNFINISHED BUSINESS:
Ordinance No. 11-2026 An Ordinance Requesting An Additional Appropriation to the 2026 Budget (Opioid Settlement Funds) (Prepared by Controller) [No. of Readings 2 of 2] Continued from the July 30, 2026, Pre-Council meeting

Councilor Blanco read Ordinance No. 11-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 11-2026 on second reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray stated that the City is setting up an official opioid committee to be able to discuss what types of things to spend the settlement funds on in order to support the community. The appropriation gets the funding into the budget to work with for the rest of the year.

Councilor Blanco moved to open a public hearing on Ordinance No. 11-2026. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

Zachary Baiel (124 Connolly Street) asked, “Obviously, we can see this money being allocated, but what is the best way for the public to see how it has been expended?”

Councilor Blanco moved to close the public hearing on Ordinance No. 11-2026. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 11-2026 passed on second and final reading.

Ordinance No. 12-2026 (Amended) An Ordinance Of The City Of West Lafayette, Indiana, Amending The West Lafayette City Code To Establish A Wastewater System Development Charge (Sponsored by Mayor Easter) [No. of Readings 2 of 2]

Councilor Blanco read Ordinance No. 12-2026 (Amended) by title only.

Councilor Blanco moved for passage of Ordinance No. 12-2026 (Amended) on second reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

WWTU Director Henderson asked for approval to pass this Ordinance which was amended at the last meeting.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye

Councilperson	Vote
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 12-2026 (Amended) passed on second and final reading.

Ordinance No. 14-2026 An Ordinance To Establish Building Fees Fund (Prepared by Controller) [No. of Readings 2 of 2]

Councilor Blanco read Ordinance No. 14-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 14-2026 on second reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray stated that the State has issued a memo stated that the building fees the City collects need to go into a separate fund, rather than the General Fund, and then be expended out of that fund. This Ordinance is to establish that fund. This starts January 1, 2027.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 14-2026 passed on second and final reading.

Ordinance No. 15-2026 An Ordinance Requesting An Additional Appropriation to the 2026 Budget (EDIT) (Prepared by Controller) [No. of Readings 2 of 2]

Councilor Blanco read Ordinance No. 15-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 15-2026 on second reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray explained that this is an additional appropriation for the Economic Development Income Tax (EDIT) Fund for the signal project at Yeager and Kalberer Roads and for legal expenses for the remainder of the year.

Councilor Blanco moved to open a public hearing on Ordinance No. 15-2026. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

There were no comments from the public.

Councilor Blanco moved to close the public hearing on Ordinance No. 15-2026. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	**Vote**
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 1 NAYS.

President Leverenz announced that Ordinance No. 15-2026 passed on second and final reading.

Ordinance No. 16-2026 An Ordinance Setting The 2027 City Budget And Setting The 2027 Tax Levy On Property And Tax Rate (Prepared by Controller) [No. of Readings 2 of 2]

Councilor Blanco read Ordinance No. 16-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 16-2026 on first reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray asked to table this item to the October meeting. He explained that we are still working on revenue numbers and paring down the budget. We have identified a number of options, such as spreading vacancies out over the year rather than assuming those positions will be filled as of January 1, 2027. This is from looking at the past and at

reality. We want to apply more reality to our budgeting process in order to reduce what we are looking for as far as the budget. We have also looked at a number of projects in the Cumulative Capital Development Fund that have been either moved to the following year or cancelled for now until we see what can be done in future years. We are still looking for other ways to reduce the budget so that we do not have to use as many of our reserves.

Councilor Blanco moved to table Ordinance No. 16-2026 to the October 5, 2026, Council meeting. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

President Leverenz announced that Ordinance No. 16-2026 is tabled to the October 5, 2026, meeting.

Ordinance No. 18-2026 An Ordinance Amending The West Lafayette Traffic Commission (Sec. 38-98) To Modify The Membership Composition Of The Commission (Sponsored by Mayor) [No of Readings 2 of 2]

Councilor Blanco read Ordinance No. 18-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 18-2026 on second reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Mayor Easter stated that this is, with the recommendation of the Traffic Commission, to remove one of the Greater Lafayette Commerce (GLC) appointees to the Commission, which is one that we have traditionally had difficulty filling. While we have plenty of businesses that should have reasonable representation for roadway considerations on this Commission, she does not think the GLC needs both seats currently allotted.

Mr. Baiel stated that, as he said last month, he supports the addition of an appointee from the Fire Department to the Commission. However, the GLC is a 501(c)(6) private nonprofit organization without public oversight, so it is not a public body, and he believes it should not have recommendation powers written into the governing rules for our public Traffic Commission. He recommends transferring the other GLC seat to an additional citizen at-large.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	**Vote**
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye

Councilperson	Vote
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 18-2026 passed on second and final reading.

Resolution No. 26-2026 (Amended) A Resolution Of The Common Council Of The City Of West Lafayette, Indiana, Requesting That The Area Plan Commission Of Tippecanoe County (APC) Initiate An Update To The New Chauncey Neighborhood Plan (Sponsored by Councilor Rajkarnikar) [No. of Readings 1 of 1] *Continued from the January 5, 2026, meeting.*

Councilor Blanco read Resolution No. 26-2025 (Amended) by title only.

Councilor Blanco moved for passage of Resolution No. 26-2025 (Amended) on first and only reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

[Councilor Bellisario temporarily left the meeting at 7:16 p.m.]

Councilor Rajkarnikar stated that this is to ask the APC to update the 2013 New Chauncey Neighborhood Plan. It would update the data, correct outdated information, and recognize the changes that have occurred over the past decade. This will allow the Neighborhood to be ready for the next stage of growth. She also hopes APC will look at strengthening and implementing strategies where needed. One thing is to look at preserving goals and objectives of the Plan to ensure we do not veer away from the original goals. She tabled the Resolution in January because she received some concerns from neighbors who were also part of the original 2013 Plan. With the help of Mayor Easter, Councilor Rajkarnikar was able to meet with them to understand concerns. Together, they identified a lack of historical context around their concerns. Regarding concerns for the steering committee language included in the original, the APC staff explained that a steering committee is not necessary since this would be an update rather than an original plan. The Resolution now before the Council was co-authored with the Neighborhood leadership. Councilor Rajkarnikar stated that she is grateful to this group of people who have been a part of the community for a long time and were willing to co-author this Resolution. She acknowledged Carl Griffin, Catherine Grossman, Jay McCann, Zachary Baiel, and Peter Bunder as being the five people present at the meeting who delivered this instrument. There is an amendment available on the agenda which needs a vote.

Councilor Blanco moved to amend Resolution No. 26-2025 (Amended) by substitution. Councilor Lee seconded the motion, and the motion passed by unanimous voice vote.

Mr. Baiel added that Linda Payton was also involved in the Neighborhood meetings. He stated that no requests were made to Councilor Rajkarnikar from the Neighborhood to

reopen this Plan. Instead, neighbors thought this Resolution was dead. He spoke about how they suddenly got an email in August giving them only five days to provide feedback after five months of silence. He stated that excuses were made by Councilor Rajkarnikar, and he quoted her in saying, “The delay was on me. I wanted to hear from stakeholders not represented in this thread and specifically wanted to avoid the summer session so students, who would otherwise be absent, had a chance to weigh in if they wished.” Mr. Baiel asked what happened during the silence between February and May. Councilor Rajkarnikar has declined to provide any information about the mystery and backchannel stakeholders. He spoke about how he feels the lack of mandate from the neighbors, the electorate of New Chauncey, is important since Councilor Rajkarnikar was appointed to the District 2 seat, and the bar is higher for someone who is appointed since Councilor Rajkarnikar chose to represent them rather than the District choosing her. He stated that reopening this Plan has not been sold by Councilor Rajkarnikar or Mayor Easter, and it is short on details. Updating data is great, but updating strategies without articulated strategies is risky. He spoke about how there should be buy-in with the neighbors as there was with the original Plan.

Liz O’Neil (206 Dehart Street) stated that she has lived in her house in the New Chauncey Neighborhood for 42 years, and she first heard about this last week. She does not understand how there can be a vote on something with an unknown end goal. She asked if it could include changing the zoning or the types of buildings that are there. She has seen a lot of changes, and she does not think that it is appropriate for the Council to be unclear what they are voting on or for what changes it means for the Neighborhood. If the Council thinks they are going to make big changes without the Neighborhood residents understanding what is happening, then that is inappropriate.

Toni Sheridan (825 N. Salisbury Street) stated that she bought into the New Chauncey Neighborhood in 1998 when the charm included its consideration for historic designation. Since then, the Neighborhood went through being a student ghetto, being a family neighborhood, and now having a lot of rentals. The integrity of the neighborhood seems to be going downhill. She heard about this Resolution two days ago, and she agrees with the previous speakers in needing to know the end goal. Due to the lack of information, the buzz in the community is that this work is being done so that homes can be torn down and apartments can be built. Residents need clarification so they are not terrified that their beautiful, family-home neighborhood could be destroyed.

[Councilor Bellisario returned at 7:25 p.m.]

Michelle Merta (222 Lincoln Street) stated that she is both a resident and a member of the Historic Preservation Commission (HPC). This was brought before HPC last winter, and there was no consensus that this was necessary. There was not a clear, servable objective to doing so, and she asked the Councilors to consider that.

Gary Schroeder (5650 E 700 S, Lafayette) stated that while the process may not be perfect, he thinks it is common to review and update plans, and there will always be objections. He spoke about the different types of homes in the Neighborhood, and he thinks the Plan addresses that and should be looked at to see what needs an update.

Dorothy Taylor (425 and 429 Littleton Street) spoke about working hard to bring her historic home back from lead paint to beautiful woodwork and all, and she would hate to see that home torn down. What we need to work on is how to make students and families work and live together so that the Neighborhood is comfortable for all.

James Evans (8129 S 350 E, Lafayette) encouraged the Council to approve this to maintain the integrity of the wonderful Neighborhood that exists as it is and make it even better.

Helen Demarco (3309 Hamilton Street) stated that she finds it interesting and questions why someone who lives significantly outside of the area would want to come up to speak for this. She asked if there is potentially interest in development that would happen if this gets approved. She recalls questions last year about why this is being done, and Peter Bunder spoke eloquently about it. Apparently fell on deaf ears, and the work was forwarded to the APC for them to go forward. She questions how taxpayer money is being spent on projects that do not seem necessary.

Councilor Bellisario stated that this community plan would not overrule any of the standing HPC rules and regulations. A building could not be torn down or have changes made without going through HPC. Those regulations are set on a federal level. She also got confirmation from Councilor Rajkarnikar that this has not already gone to APC; this is a request for APC to do a study.

Councilor Rajkarnikar added that the study is to update the Plan that already exists; it is not an Ordinance or implementation document. We are asking APC to create a policy document, which is a standard planning practice. This is something APC and City staffs will be working together to build. It will be presented to the Council when it is ready for public input and scrutiny.

President Leverenz noted that before that occurs, it will go from APC to the APC Ordinance Committee for review, then full APC for review, and then to the Council for review. There will be opportunity for public input with each of those steps. Councilor Rajkarnikar added that in addition to traditional public input, we have agreed to have public input sessions to get larger participation in the creation of the documents.

Councilor Schenkel stated that the amended language reads clearly to him that this would not include putting any new goals or objectives into the Plan. This is to make the Plan work better, based on its current goals and objectives. Councilor Rajkarnikar confirmed that is true, and she stated that this language came from the leadership in New Chauncey. Councilor Schenkel stated that the language is a good amendment and clarifies a lot of the questions raised.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	**Vote**
Bellisario	Aye

Councilperson	Vote
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Resolution No. 26-2025 (2nd Amended) passed on first and only reading.

NEW BUSINESS:
Ordinance No. 19-2026 An Ordinance To Amend Ordinance 17-2026, To Fix The 2026 Salary Schedule For All Officials And Employees Of The City Of West Lafayette, Indiana (Presented by Controller) [No. of Readings 1 of 1]

Councilor Blanco read Ordinance No. 19-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 19-2026 on first reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray explained that this is to update compensation for performing polygraph examinations in the Police Department since other agencies in the area like to use the expertise of our Department's services. He confirmed for President Leverenz that an amendment to Ordinance No. 19-2026 needs to be done as well. That amendment corrects some pay amounts by one penny. Those were rounded down rather than up when the change was made from bi-weekly to hourly pay.

Councilor Blanco moved to amend Ordinance No. 19-2026 by substitution. Councilor Bellisario seconded the motion, and the motion passed by unanimous voice vote.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye

Councilperson	Vote
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 19-2026 passed on first and only reading.

Ordinance No. 20-2026 To Amend Certain Portions Of The Unified Zoning Ordinance Of Tippecanoe County, Indiana, Designating The Time When The Same Shall Take Effect. (UZO Amendment #128) (Omnibus Amendment) (Submitted by Area Plan Commission) [No. of Readings 1 of 1]

Councilor Blanco read Ordinance No. 20-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 20-2026 on first reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Director Spitznagle explained that this UZO amendment covers four changes. There are two changes that affect West Lafayette. The first is a modification to building and vegetative coverages in R1 zones, but it does not include R1U in New Chauncey. There is a new maximum building coverage of 45% and a minimum vegetative coverage of 25%. This is to make each zone consistent as the minimum square footage of the lot goes up. The second change is to create a clear size limit on signs for home occupations.

Mr. Baiel stated that he read this as updating all current zones to these new classification rules, so it moves from 40% minimum vegetation to 25%, and building coverage goes from 30% to 45% in the R1. This means a 4,900 square foot main floor home could now be built as compared to a 3,200 square foot home. It seems like this policy is preparing for places to become more dense. He wanted to make sure everyone was aware of that.

Councilor Bellisario asked if that is the correct interpretation. Director Spitznagle noted the section of the Ordinance that goes through each of the applicable R1 zones, and he emphasized that it does not have R1U listed.

Councilor Rajkarnikar stated that whenever there is a variance request for vegetative coverage, it is reviewed by the Board of Zoning Appeals (BZA). She asked if this proposed change is related to past variances or how this came about. Director Spitznagle responded that it was not necessarily the number of requests. It comes back to the fact that we do not have a lot of land, so this allows for a more desirable home on a lot without needing a variance request.

Councilor Rajkarnikar asked for confirmation that the density conversation is about the number of people on a lot, and not necessarily the size of a house, because the underlying zoning is still a single-family zone. Director Spitznagle confirmed that it would still be for a single family, or a rental would still follow rental occupancy rules, and there cannot be multiple families living in a larger home without a rezone.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Nay
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 6 AYES and 1 NAY.

President Leverenz announced that Ordinance No. 20-2026 passed on first and only reading.

Ordinance No. 21-2026 An Ordinance Of The City Of West Lafayette, Indiana, Amending The West Lafayette City Code Relating To The Rates And Charges Of The Sewage Works Of The City (Sponsored by Mayor Easter) [No. of Readings 1 of 2]

Councilor Blanco read Ordinance No. 21-2026 by title only.

Councilor Blanco moved for passage of Ordinance No. 21-2026 on first reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Director Henderson stated that this is for a small increase to the Wastewater Utility rates and charges. It phases in a 2% increase across each of four years. We have done this in the past, and the beginning of 2026 was the last increase. This is to cover increasing costs to the Utility. He stated that we are in the business of protecting public health. We are on demand 24 hours of every day of every year. The increased costs include purchasing power, chemicals, and labor.

Corby Thompson (Krohn & Associates) noted that the rate study report available on the agenda provides supporting documentation for why the increase is needed. The numbers justify up to a 10% increase, but the proposed increase is a four-phase 2% increase. This is essentially what we did in 2022. This is to cover increased costs while the previous increase also planned for bond coverage. Luckily, those 2% increases were sufficient to cover all the related costs, and this is to continue that process to make sure we do not get to a point where we suddenly need a larger increase. This is a way that we can incrementally increase rates without too much burden on the ratepayers.

Councilor Schenkel expressed that he is glad for the incremental increases because in his previous profession [Director of the West Lafayette Public Library], he argued for many years with a State group about how occasional large increases interfered with

budgets. He asked Director Henderson to explain why Purdue University has a lower rate. Director Henderson responded that Purdue maintains, cleans, and repairs their own sewers, so they are charged only for treatment. He also confirmed that Purdue Research Foundation is charged the regular rate because they are not a University entity.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Ordinance No. 21-2026 passed on first reading.

Resolution No. 22-2026 A Resolution Requesting The Transfer Of Funds (Engineering) (Prepared by Controller) [No. of Readings 1 of 1]

Councilor Blanco read Resolution No. 22-2026 by title only.

Councilor Blanco moved for passage of Resolution No. 22-2026 on first and only reading, and that the vote be by roll call. The motion was seconded by Councilor Bellisario.

Controller Gray explained that this is to transfer funds from Services to Capital accounts in Engineering to take care of drainage sidewalk repairs.

There was no further discussion.

Clerk Booker called the roll call vote:

Councilperson	Vote
Bellisario	Aye
Blanco	Aye
Burr	Absent
Lee	Aye
Leverenz	Aye
Parker	Aye
Rajkarnikar	Aye
Sanders	Absent

Councilperson	Vote
Schenkel	Aye

Clerk Booker stated that the vote was 7 AYES and 0 NAYS.

President Leverenz announced that Resolution No. 22-2026 passed on first and only reading.

REPORT BY THE MAYOR

Mayor Erin Easter reported that there is a grand opening this week for the new restrooms at Lommel Park in the Barbarry Heights Neighborhood. This was part of the Parks Five-Year Master Plan and consistently asked for by neighbors. She reported that there is a 9/11 Remembrance Event at the Tippecanoe County Fairgrounds on September 11th, and then that evening there will be a graduation ceremony for our new firefighters.

West Lafayette Fire Department City Council Report – Fire Chief Need

Mayor Easter explained that she asked Chief Need to prepare a presentation on her behalf to address recent questions about what Fire and Emergency Medical Service (EMS) looks like in the City. It is different than what it may look like in rural areas or than it was in the City about a decade ago. Chief Need has been leading a thoughtful transformation of that organization, how we serve our community, and how we will continue to serve it well into the future. This presentation is about what the WLFD does, how they do their work, and why things work the way they do.

Chief Need explained that the WLFD is classified as an all-hazards fire department, which means that we cover fire and EMS services. We have special teams and a prevention bureau. He showed a map with the locations of each of our three fire stations, and he explained that a circle could be drawn around each for the response time of four minutes. Four minutes is the standard travel time and goal after they get a dispatch and get into the apparatus. The WLFD has a National Insurance Services Office (ISO) rating of Class 2 for fire protection. Only a small percentage of stations in Indiana are Class 1 or Class 2, so we are proud to be in this elite category. That rating relates to how we respond to a structure fire or major incident, and it factors in things like staffing, equipment, and aid agreements. Some insurance companies use this rating to determine the fire protection pricing for homes and businesses. He spoke about emergency framework and how that was refined after 9/11, and locally that includes how we communicate and work with the other local agencies using the National Incident Management System (NIMS) system. The Local Emergency Planning Committee (LEPC) focuses on developing emergency response plans, and they implement full-scale training exercises that are as realistic as possible to help us improve emergency response in the community. Chief Need then spoke about medical calls, which is about two-thirds of what the WLFD does. There has been some confusion over whether it is WLFD or Tippecanoe Emergency Ambulance Service (TEAS) that is responsible for EMS, but the WLFD is the primary EMS response agency in West Lafayette. However, since we are non-transport, we must have a contract with an agency that will transport people to the hospital by ambulance. TEAS is our primary transport agency, but we also have aid agreements with Purdue and Wabash. The primary responder for EMS care in West Lafayette is the

WLFD, and that goes to why we have fire stations approximately four minutes from every address in the City. All of the WLFD sworn personnel are Emergency Medical Technicians (EMT), so when a firetruck shows up, there will be a minimum of three EMTs ready to help try to solve a medical emergency. He described the initial steps taken on medical calls and the tools the EMTs use to start treatment, after which they will prepare the patient for transport. He spoke about the specialty teams that were put into place around five years ago in coordination with the Lafayette and Purdue Fire Departments. These teams are Tactical Rescue, Hazardous Materials, and Water Rescue, and they train every month in addition to their regular fire training. Chief Need spoke about the prevention activities of the WLFD. This includes performing over 2,000 inspections per year on commercial properties and being involved in phases of plan development, construction, and occupancy. The inspectors work together with the Building Department to ensure the whatever facility is built, from an apartment to SK hynix, is as safe as possible and to code. They also do regular inspections after the building is built. He noted that the WLFD, not Purdue, is responsible for inspecting the fraternities and sororities twice per year. Another aspect of prevention includes community education and engagement activities. Chief Need spoke about the Department's training. He noted that they train nearly every day and average over 10,000 training hours per year. Training often occurs with neighboring agencies because they will rely on each other for big incidents and need to train together in order to respond together. He spoke about training on commercial properties. He noted that they have already done some training on the SK hynix site and are discussing performing simulated live fire trainings there; this will prepare them to serve the site even through the construction phase. The SK hynix site is no different from any other site in the City in that there will be ongoing training and preplanning. Commercial properties do change over time, so it is important for the WLFD to be in there to preplan how to respond to incidents. It is a large site, but it is no different than our ongoing planning with facilities such as Saab. Chief Need explained the mutual aid agreements with neighboring agencies. He described how the 16 fire districts are built into our computer aided dispatch system for ten fire engines deep. For example, if there was an emergency in City Hall and Engine No. 1 was busy, the computer will automatically find the next available truck, and if the first nine are busy then it will find the tenth. This system allows for quick automatic aid because seconds count. We receive aid from or give aid to Purdue, Wabash, or Lafayette Fire Departments almost daily. Chief Need spoke about the future. He stated that soon having two hospitals and a standalone emergency room west of the river is going to be a game changer for the WLFD and the community for EMS. With the current time across the river, the Department can be short-staffed for at least an hour when a firefighter goes in the ambulance for serious calls. He is looking forward to working with the new EMS providers as they get established here. He stated that the WLFD will soon be testing a preemption system which will use GPS in the firetruck to start cycling traffic signals to allow the truck through intersections as quickly as possible. This will be countywide in the next couple of years. Along with being safer, quicker, and more efficient, the system saves on brakes and fuel. It will also help get the Street Department's snowplows through to clear roads faster. Chief Need spoke about the Department's growth. Fire Station No. 2 will be part of the new Public Safety Center to be opened in 2028. There will be an expansion on Station No. 3 with a lot of health and safety features for the firefighters, and it is getting a new firetruck. He concluded with invitations to the events on September 11th as shared by Mayor Easter.

Councilor Schenkel asked if we are looking into working with other surrounding counties as well. Chief Need responded that it is a challenge at the periphery of the County and beyond. Some radio systems do not easily switch over, but we have responded to incidents in other counties. We are trying to improve the local system, but we are also working toward a unified response.

COMMUNICATIONS

- Councilor Schenkel announced that Global Fest will be on September 19, 2026, and it is always a great event. He also announced that there will be the second Music on the Porch event this Sunday at the Grand View Cemetery Caretaker's Cottage. This month, the event features Brent Laidler and the Swing 38 Quintet.

CITIZEN COMMENTS

- Erin Moon-Walker (1147 Hillcrest Road) spoke about how when asked to get rid of Flock cameras, Chief Ferguson declined by saying that he would have to think about the families of a missing person if this technology could have helped find them. As he typed that email, Latinos and Black people were being kidnapped in Indianapolis because of this technology, and apparently those were not the vulnerable people or children he was referencing. White supremacy can make all of us overlook the experiences of those it harms. It is not about the intent, but the impact. The intent is to use the cameras but not share the data with Immigration and Customs Enforcement (ICE), but the impact is that immigrants and Latinos feel afraid in our community. She stated that local leaders have told her that they are too busy trying to stay under Chief Ferguson's radar to email and tell him this, despite his kind intent. Documented immigrant and Latino citizens know that the mere perception of a minor traffic violation can land them in a correctional facility thousands of miles away, so they avoid certain local spaces where cameras are directed. Ms. Moon-Walker stated that when she was here in February to ask for a community meeting about working with ICE, that was not done. However, a community meeting to sell Flock cameras was planned quickly. She asked the Councilors why, after claiming to stand with immigrants last February, they are not working to dismantle this infrastructure and use their influence to urge all the police in Tippecanoe County and beyond to take these down. No positive public campaign will undo the fact that this technology was designed to be deployed throughout the country to commit racialized violence, and it was sold to police under the guise of public safety. Resolutions supporting immigrants ring hollow if tax money is knowingly given to racists and fascists. The best time to bag these cameras was before they were installed, and the second best time is today. She ended with a quote that she disagrees with, from an author [the author's name was not given] who Flock investors promote, "We need more policing, incarceration, and surveillance of black people. Blacks won't appreciate it; whites don't have the stomach for it."

- Levi Li (140 East Oak Street) stated that he is here to share opposition to the ALPR cameras and AI surveillance technology. Even if local safeguards are put in against abusing the data, the companies that make this technology cannot be trusted. The companies have repeatedly shown that they will throw city officials and police departments under the bus by collecting data and generating secondary datasets

without consent. Local policy safeguards are not enough. He spoke about how Flock offered to sell five years of data on driving speeds and movement patterns to Sheboygan, Wisconsin. This was data that the city did not know was being collected using their cameras. In contracts with ALPR companies, they will say that a city owns the footage taken by these cameras, but they also reserve the right to use the data to support and improve its services. This means that their software can do extra data analysis and generate datasets not owned by a city. As seen in Sheboygan, they can generate profiles on individual's movements, and because it is not technically the footage itself, but data analysis that is derived from it, a city has no control and does not know it is happening. He asked if the Council wants to wait until corporate abuse happening here is uncovered or if they want to be proactive in protecting the community's data. Mr. Li shared that Dayton, Ohio, has policies against cameras being used for immigration enforcement, yet the data was shared for over 7,000 searches, related to immigration enforcement, by outside agencies. The cameras are used to target immigrants, without warrants. He stated that it has been shown that advanced surveillance technology opens the door for more efficient racial profiling, and ALPR technology puts marginalized communities at higher risk. This technology is not accountable to anybody. He noted that it is not just Flock; it includes Axon, Motorola, Vigilant, Rekor, Genetec, and dozens of other companies. Mr. Li stated that even if the local police use this responsibly, the companies cannot be trusted to do so. Federal and State regulations are far behind the usage of ALPR cameras. He asked if the few cases of crimes solved using the technology worth making the community feel that their privacy and Fourth Amendment rights are being violated or worth making immigrant neighbors live in fear. He stated that the Fort Wayne City Council recently voted unanimously against renewing a Flock contract, and he asked that West Lafayette follow in their steps and that cameras be uninstalled.

- Mr. Baiel stated that now that Resolution No. 26-2025 passed, the Neighborhood will come together to prepare its own amendments and strategies to ensure that any Plan updates put the Neighborhood first. Nothing stops the APC and City staffs from inviting the public to observe their work sessions, and the community would be grateful for this transparency effort. Mr. Baiel stated that he appreciates Chief Ferguson's presentation as having open dialogue, discussion, and debate is always healthy, regardless of contentious issues. According to deflock.org, there are about 70 cameras in the greater Lafayette area. He stated that this is probably one of the highest moral or ethical questions that we are experiencing right now. It is not just a critique of the various surveillance systems or the WLPD's access; it is what the companies do with this data as well. A big component is the ability for the companies to update their terms. For instance, earlier this year, Flock removed a statement that Flock does not own and shall not sell customer data – that is no longer in the terms and conditions, so they can do that. They have control over the data, so they changed the update in regard to the ownership. They added a perpetual license to the customer data. They updated the liability termination and expanded to include arbitration provisions, so the recourse the City would have with those companies has shrunk. Mr. Baiel also shared an example of a budgetary tool that walks through the City budget that shows comparisons of line items by year. He noted that this information is available on bestlafayette.com but should be available from the City so

the public can see the information that makes up the budget. This is why he was asking for more detailed budget information at previous meetings.

- Ms. DeMarco started with the definition of a lie. She then stated that the Indiana Economic Development Corporation (IEDC) meeting minutes show that Project Mars – a Tippecanoe County semiconductor plant – was approved for funding in December 2023. SK hynix was announced in April 2024. A month later, a traffic study conducted by IEDC's vendor listed two options for Project Mars. One option was a single Mars site, and the other was Mars with an adjacent development. Jeremy Slater of PRF said at APC in March 2025 that SK hynix noticed Site B during a visit in January 2025. SK hynix told citizens that they always expected both sites. Ms. DeMarco indicated that it seems like PRF was lying. Roads listed for that site in the traffic study included Morehouse Road, Cumberland Avenue, and Kalberer Road – all roads that the community has been told would not be used for SK hynix. She asked if these are lies by the City. The *Korea Herald* announced that SK hynix would have a groundbreaking ceremony on August 27, 2026, with no time posted. She discovered there would be a media event on August 26 and took a chance that the groundbreaking was that day and that the 27th was just a dog-and-pony show for the important people at Purdue. Ms. DeMarco indicated that she waited with a group of people at Site B on the 26th, and Mark Kim from SK hynix told them that nothing was happening that day. She described activity that the group noticed at Gate 1 shortly after, including workers bowing at each vehicle in a caravan passing through, and the vehicles then drove back to a ceremony area. She stated that this is lies and deception. She recapped that the IEDC is shifty at best, PRF lies, the City lies, and SK hynix lies. Therefore, when the community is told that there will not be PFAS, and it will be safe, they do not believe it or that the community's best interest is at heart. The Mayor negotiated a 20% share of the IDD tax money for Site B, and over 30 years, her rough math shows that that will be $20 million per year, or about $365 per citizen each year. That is what our future is worth. The citizens were here first, and that is why they still fight for the rezone, deserve the truth about how this terrible deal came about, and to know what chemicals will be used to threaten the water and air.

- Justin Kendall (no address given) spoke about Chief Need's presentation about EMS response. There was a lot of information about what the Fire Department does but not a lot about what TEAS is not doing. The Department showing up in four minutes with basic life response does not change that TEAS is not showing up with advanced response within the standard time. He believes that Chief Need is doing everything on his end to make services as good as it can be, but the standard for the advanced life support to show up is eight minutes. In West Lafayette, TEAS response is about 14 minutes. A great relationship with TEAS does not change the fact that TEAS is not performing its duties to the City. TEAS is not holding member meetings, not providing documents legally required, and not providing response times. He wishes that somebody would care more about that. He spoke about the City's responsibility in the TEAS organization, and he asked that this be kept in mind during discussions about emergency ambulance service and EMS in general.

- Isaiah Lee (282 Littleton Street) stated that he is here to speak about Flock and other mass surveillance use within West Lafayette. He clarified that he is not making an argument against public safety. Victims deserve to have crimes investigated and to obtain justice for their suffering, but the question we must ask is how much liberty people are willing to give up in order to obtain this justice. He stated that there has been no statistically significant correlation shown between installation of Flock cameras and a decrease in crime rates. These cameras are violating liberties in more ways than people realize. The cameras are a network capable of tracking ordinary people throughout their daily lives and building a profile on them. The collected data is stored by Flock, which is a private company that has been found lying about the capabilities and utilization of the technology numerous times. Our City cannot afford to bring litigation against Flock when such transgressions arise. He stated that Chief Ferguson's primary failing is that he has neglected to consider that corporations are not omnibenevolent. Privacy is something everybody deserves, with freedom to live without wondering who is watching. It protects political organizers, journalists, marginalized communities, people seeking healthcare, and anyone else who believes that not every moment of their lives should be documented. The contracts with Flock need terminated to ensure the liberty of the people of West Lafayette.

ADJOURNMENT

There being no further business at this time, Councilor Blanco moved for adjournment, and President Leverenz adjourned the meeting the time being 8:39 p.m.

City of West Lafayette, Indiana
Budget Report - YTD
September 2026

Row Labels	Original Appropriation	Transfers/ Adjustments	Revised Budget	YTD Expensed	Encumbrances	Available Budget	% Used
1010 General Fund	22,790,934	471,234	23,262,168	15,571,560	615,900	7,074,708	70%
2010 Motor Vehicle Highway	2,628,749	702,492	3,331,241	1,941,077	804,100	586,063	82%
2015 MVH-Restricted	3,029,060	(528,524)	2,500,536	849,482	1,138,713	512,341	80%
2020 Local Road & Street	468,700	102,050	570,750	171,986	49,455	349,309	39%
2040 Parks and Recreation	1,838,338	43,650	1,881,988	1,319,412	13,317	549,260	71%
2090 Economic Development IT	4,135,842	1,251,820	5,387,662	1,849,677	444,444	3,093,541	43%
2330 Law Enforce Continu Ed	27,500	-	27,500	8,009	-	19,491	29%
2490 Public Safety LIT	1,419,766	137,943	1,557,709	744,207	55,008	758,494	51%
2540 Rental Housing Inspection	479,074	-	479,074	346,845	-	132,229	72%
2780 Fire Fighting	8,000	-	8,000	2,586	-	5,414	32%
4020 Cumulative Capital Dev	1,656,650	287,326	1,943,976	937,097	134,428	872,452	55%
4100 Cumul Fire Equip Bldg	-	21,306	21,306	21,281	-	25	100%
8010 Fire Pension-1937	811,711	-	811,711	533,793	-	277,918	66%
8020 Police Pension-1925	816,997	-	816,997	544,292	-	272,705	67%
Grand Total	**40,111,321**	**2,489,298**	**42,600,619**	**24,841,302**	**3,255,365**	**14,503,951**	**66%**

WEST LAFAYETTE parks and recreation

MEMO

TO: West Lafayette Parks and Recreation Board

FROM: Kathy Lozano

DATE: Monday, September21, 2026

SUBJECT: West Lafayette Parks and Recreation Department Report

Below is a summary of the progress Department staff have made during the months of September 2026 – October 2026

PARKS:

All Parks are open and busy.

PROGRAMS:

We continue to seek instructors to teach dance, music, acting, etc. for Summer and Fall Programming. Please contact Brandy Payne to discuss class proposals at (765) 775-5110.

West Lafayette Parks and Recreation Programs and Activities – Look for Winter/Spring activities in the program guide scheduled for publication in Mid-October. Programs, classes and activities **including –** Kitchen Academy, Ballroom Dance, Clogging, Yoga, Art and more can be found here:
Catalog - City of West Lafayette Parks & Recreation (rec1.com)

WEST LAFAYETTE FARMERS MARKET:

The Farmer's Market is still a Wednesday highlight for many members of the community; we've had a good turnout each week even with the rainy weather the last 4 Wednesdays. We have 7 markets remaining this season plus our holiday market the day before Thanksgiving. For more information, please contact Amanda Jeffries, Market Manager, at farmersmarket@westlafayette.in.gov or on Facebook at:
https://www.facebook.com/westlafayettefarmersmarket/

WEST LAFAYETTE parks and recreation

MEMO

George E. Lommel Park –

On September 10 the West Lafayette Park and Recreation department opened a new state-of-the-art restroom facility at George E. Lommel Park, 2820 Wilshire Avenue, West Lafayette, IN 47906 . This restroom provides a long-awaited amenity for park visitors and residents in the surrounding neighborhood. The facility includes two unisex restroom stalls, a drinking fountain, and an automatic locking system that secures the facility at dawn and dusk.

The addition was identified as a priority in the West Lafayette Parks and Recreation five-year master plan and will provide added convenience for families and residents enjoying the park and surrounding neighborhood.

George E. Lommel Park provides recreational opportunities and green space for residents throughout the surrounding Bar Barry Heights neighborhood. The new restroom facility represents the City's continued investment in park amenities and infrastructure that support accessible, convenient, and enjoyable outdoor recreation.



WEST LAFAYETTE parks and recreation

MEMO

LILLY NATURE CENTER / CELERY Bog:

Programs	Total Registrations
Summer Nature Camp	412
Spring Break Camp	20
Dutch Oven Discoveries	13
Archery	79
Fishing	0
Wildview Expeditions	15
Wildview Expeditions Guided weeklong trips	0
Birthday parties	3
Totals	542

Volunteers: The Lilly Nature Center volunteers are getting acclimated to the new volunteer software VOME. VOME will allow us to more accurately credit volunteers for their service and help streamline the volunteering process. You can check out VOME here: City of West Lafayette Parks and Recreation | Vome Volunteer

RIVERSIDE SKATING CENTER:

- The Riverside Skating Center will open for the season the day after Thanksgiving (weather permitting)
- Rink job applications opened on Sept 14 for the upcoming season; we're looking forward to welcoming back many returning employees and adding a few new ones to our roster.

Click here for more information: Sports, Recreation, and Programs | West Lafayette, IN

AQUATICS:

- The Municipal pool has closed for the season.

THE JOHN R. DENNIS WELLNESS CENTER:

The John R. Dennis Wellness Center is open and is adding to its program offerings every day. Membership Sales are brisk. Please consider becoming a member!

Register online at: Catalog - City of West Lafayette Parks & Recreation (rec1.com)

WEST LAFAYETTE parks and recreation

MEMO

Dennis Wellness Center Monthly Report
September 2026

Category	Month Prior (August)	CURRENT	Notes
Total Active Membership Units	3,801	3,777	Down 393 since August 2025
Total Family Membership Units	1,196	1,188	Down 91 since August 2025
Total Scans	28,768	182,624	Up 4,075 since August 2025
Total Active Members	8,604	8,526	Down 359 since August 2025
Total Insurance Based Members	1,094	1,082	Continues to grow

ACCOMPLISHMENTS:

Fall programming has gotten off to a successful start in multiple areas. From swim lessons, youth basketball, soccer, adult volleyball, karate, after school care, and much more, the building is bustling with activity every day. We will also see youth lacrosse, the return of Parents Night Out, Fall Break Camp, and youth volleyball all taking place over the next couple of months. Fall is a busy time at the Wellness Center, and as the number of programs continues to grow, it will only get more exciting.

CHALLENGES:

Staff have been adding new group exercise classes, programs, events, and activites, and as such, demand for space is at an all-time high. Peak times see the facility bustling at the seams, and while this is a good problem, it does still create a lot of work for staff to be able to balance program needs with the needs of members not utilizing these programs. It's important to maintain a balance of programming and general member usage, and this is a difficult balance to find at times.

WEST LAFAYETTE parks and recreation

MEMO

STAFF HIGHLIGHT:

Most people know that the Wellness Center has several full-time staff (13 to be exact), but the key members of the staff are the 70-100 part-time employees who work at the facility any given time of the year. From personal trainers, group exercise instructors, lifeguards, youth development staff, front desk, custodians, sports staff, our part-time staff are who really drive the facility and programs. For a lot of these staff members, they are new to the working world, and while they help make the Wellness Center such a great place, they are gaining valuable life and job skills that they can take with them well into their future.

SPORTS NOW HIRING:

Dennis Wellness Center continues to seek staff members to work part time in the following areas: Camp Counselors, Custodians, Lifeguards, Swim Instructors, Water Safety, Water Exercise, Group Exercise Instructors, Personal Trainers, Fitness Coaches, Front Desk, Housekeeping, Childcare and many more.

Apply online at: Employment opportunities (munisselfservice.com)

CASON FAMILY PARK:

- The **Cason Boathouse** is open for a few more weeks this season. For the first 2 weekends this month, we've rented 21 boats. We're hoping for some great boating weather to finish out the season.
- Since the beginning of June, the **Morris Schoolhouse** has welcomed **487 visitors**. The Schoolhouse is also available for special meetings and field trips. Please contact Amanda Jeffries, Recreation Coordinator, at ajeffries@westlafayette.in.gov for more information.
- **Ongoing Prairie Maintenance** –

Cason Family Park was closed for annual and ongoing prairie maintenance Sept 16 – 18, 2026. Maintenance included weeding, mowing, herbicide application and drill seeding. Look for this to happen periodically for the next few years.

WEST LAFAYETTE parks and recreation

MEMO

PARK MAINTENANCE:

Keeping our parks clean and attractive takes hard work and diligence. Aside from normal activities for the crew, our Parks Department accomplished the following list of projects in the past month:

- As always, maintaining pool, Plaza, fountain, trails, invasive species, grass, equipment and vehicles, playgrounds
- Prepped for the prairie management closure at Cason Family Park
- Installed memorial bench at Cason
- Attached plaque on trailhead at Cason
- Mowed prairie at Cason
- Tree cleanup
- Tree trimming for pedestrian bridge project
- Painted shelter three at HHP
- HHP, Tap, and Lommel playground repairs
- Mulching playgrounds
- Shored up retaining wall at Salisbury entrance to Happy Hollow
- Repair bog parking lot light
- Mowed low area from Tapawingo bowl to train bridge
- Refinished metal benches for Lommel

GREENSPACE:

- Received BOW approval updating the Approved Street Tree List
- Friday pruning sessions with WLTFs resumed Aug 28th to continue through November
- Operation ReLeaf - determined 100 sites for planting street trees during fall of 2026
- Submitted application for 2026 CUF Grant – 50/50 matching of $30K
    - Title – The Invasive to Native Replacement Project
    - Scope – Remove 90 Callery pear trees, plant 180 natives over next 4 planting seasons.
- Met with Ms. Smith, WLCSC, inquiring about opportunities to collaborate with ECO Club and AP classes

NURSERY

- Cultivated (disc & till) 4.5 acres at the nursery in anticipation of planting fescue turfgrass
- Received a donation from a community member bolstering the equipment (row mulcher) for nursery production.

WEST LAFAYETTE
HUMAN RESOURCES

Human Resources Updates

July / August 2026

New Team Members

Jacob Vanderhoff joined the Wellness Center as a FT Custodian on July 6. Jacob attended Ivy Tech after graduating from Lafayette Jeff High School. He was previously employed by Eastside 10 and has worked for the City of West Lafayette's Skate Rink since 2019.

Anthony Wong joined the IT Department as an IT Support Technician on July 6. Anthony has a bachelor's degree in information technology from Western Governors University. He was previously employed as an IT Service Technician at Sound Advice where he provided end-user support on issues involving hardware, software, and networking.

Crawford Gray joined the Wellness Center as a Custodian on July 20. Crawford graduated from Benton Central High School. He was previously employed as a Shift Leader at 7Brew where he supervised staff, interacted with customers, provided customer service, and made drinks to order.

Career Highlights

The City of West Lafayette would like to express its appreciation to the following employees for having achieved a major employment milestone.

30 years of service
David VanVactor – Deputy Chief, Police Department
Gary Ward – Property and Evidence Manager, Police Department

20 years of service
Eric Doyle– Division Chief of Training, Fire Department
Jerome Mansfield – Wastewater Operator, Wastewater

5 years of service
Conner Stacy – Firefighter First Class, Fire Department
Jared Watson – Equipment Operator/Laborer, Street Department

Submitted by the Human Resources Team

Professional Achievements

Congratulations to the City's newly elevated employees. This recognition reflects your hard work, commitment, and the positive impact you continue to make through your service to the community.

Doug Perkins elevated to Fleet Manager in the Street Department
Nate Besse elevated to Engineering and Construction Manager in the Engineering Department
Kyle Goodman elevated to Sergeant in the Police Department

Career Opportunities

- Construction Inspector – Engineering
- Probationary Officer – WLPD
- Probationary Dispatcher - WLPD
- Crossing Guard – WLPD
- P&R / Forestry Intern – P&R
- Skate Rink Staff – P&R
- Private Skate Instructor – P&R
- Hub Services Associate – P&R / Wellness Center
- Wellness Coach – P&R / Wellness Center
- Personal Trainer – P&R / Wellness Center
- Group Exercise Instructor – P&R / Wellness Center
- Lifeguard – P&R / Wellness Center
- Swim Instructor – P&R / Wellness Center
- Fall Break Camp Counselor – P&R / Wellness Center
- Before / After School Care – P&R / Wellness Center
- Youth Enrichment Staff (Clubhouse and Pre-k) – P&R / Wellness Center

Workers' Compensation

2026 – Q2
Total Claims: 23
OSHA Recordable Claims: 7
Lost Days: 1
Restriction Days: 3
Open Claims: 5
Closed Claims: 18
Incurred Costs: $18,483.91

Average Cost Per Claim (Q2): $803.65

Submitted by the Human Resources Team

WEST LAFAYETTE FIRE DEPARTMENT

REPORT

Ensuring West Lafayette is always a safe and great place to work, live, and play.

TO: West Lafayette Common Council
FROM: Jeff A. Need, Fire Chief
DATE: October 5, 2026
SUBJECT: September 2026 Fire Report

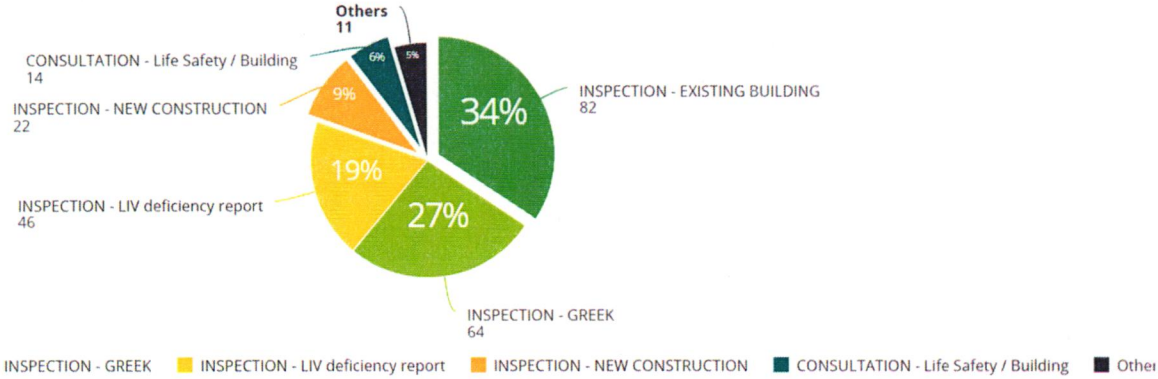
CALL TOTALS: West Lafayette Fire responded to 311 total calls in September.

EMS: 203	Fire: 5	HazMat: 17
Service Call: 35	False Alarm: 27	Other: 24
TOTAL RUNS: 311	**TOTAL RUNS/YEAR: 2,496**	

TRAINING: West Lafayette Fire performed 1,488 total hours of training in September.

EMS	MONTHLY	OTHER TRAINING
Recruits tested on EMT certification.	Tech Rescue Team class on Trench Collapse.	Recruit class graduated from fire academy.
TEAS training on new CPR device.	Indiana FAB – safety training	CPM Phase I and II at Ball State University
Training on EMS skills for fire scene	Monthly station-level training and online education.	
TOTAL HOURS: 1,488	**TOTAL HOURS/YEAR: 12,799.50**	

INSPECTIONS: West Lafayette Fire's fire prevention and education totaled 128 units in September and 1,173 units/year.



Respectfully submitted,

Jeff A. Need
Fire Chief, City of West Lafayette

WEST LAFAYETTE FIRE DEPARTMENT

300 NORTH STREET

WEST LAFAYETTE, INDIANA 47906

765.775.5175

Ensuring West Lafayette is always a safe and great place to work, live, and play.

September Training Report

In the month of September, West Lafayette Firefighters took part in a wide range of training opportunities. The West Lafayette Fire Academy ended in September. The recruits finished their Emergency Medical Training and moved through a Driver Operator course. The recruits tested for their national EMT certification. The West Lafayette Fire Academy ended with a graduation ceremony on September 11th. The recruits completed 864 man-hours of training in September. On-shift personnel worked hard in September as well. Shift personnel completed shift training on three separate days. This training covered EMS skills that could be used on a fire scene. Shift personnel covered victim rescue and CPR for these patients. EMS training for the shift personnel included education by Tippecanoe County Emergency Ambulance Services on a new CPR device. The device helps rescuers with chest compressions. Shift personnel also attended safety training at the Indiana Fab construction site with the LFD Technical Rescue Team. Members of this Technical Rescue Team also attended a certification class on Trench Collapse Rescue. Team training events this month were completed by each special team. Normal station-level training, preplanning, equipment checks, and online education were also accomplished during the month. Shift personnel completed all the training while continuing to respond to emergency calls.

The department spent a total of 624 man-hours training on these topics.
Recruit training hours were total at 864 man-hours.

Report by:

Division Chief of Training

Eric Doyle

West Lafayette Street/Sanitation/Recycling Department
September 2026

SANITATION/RECYCLING

September Income Fee	$ 101,960.78		To Date	$ 852,481.12
Recyclables Sales	$ 979.60		To Date	$ 6,177.00
Waste Land Filled	441.33	Tons	Tip Fee	$ 25,495.63
Street Sweepings Land Filled	15.12	Tons	Tip Fee	$ 873.48
Materials Recycled Curb Side	118.33	Tons	ATF	$ 6,835.92
Yard Waste Composted	83.08	Tons	ATF	$ 4,799.53
Leaves Composted	0.00	Tons	ATF	$ -

ATF: Avoided Tip Fee is $57.77/ton

ACTIVITIES	HOURS		
905-Street Sweeping	86.50	15.12	Tons Collected
907-Leaf Collection	0.00		Tons Collected
100/123-Pothole Patching/Street Repair	6.0		
134-Sign Maintenance	41.0		
131-Signal Maintenance	149.00		
135-Street Light Repair	0.00		
133-Sign Making	0.00		
112-Traffic Locates	14.00		
130- Street Painting/Thermo Install	184.00		
310-Sewer Locates	122.00		
300-Sewer Cleaning	27.0		Feet Cleaned
302-Sewer Televising	77.0		Feet Televised
315- Storm Sewer Cleaning	0.00		Feet Cleaned
319-Storm Sewer Televising	35.0		Feet Televised
305-Catch Basin Cleaning	46.0		Feet Cleaned
104-Snow Removal	0.00		Tons Road Salt
103-Pre-Treating Streets	0.00		Gal. Salt Brine
			Gal. Liquid Deicer

MATERIALS	TONS	REVENUE	ATF
Bi. & Scrap Metal	6.32	$ 979.60	$ 365.11
Comingled- Curbside	118.33		$ 6,835.92
Food Waste	1.65		$ 95.32

City of West Lafayette
Report of Permits Issued
9/1/2026 through 9/30/2026

Permit Type	Appl.	Issued	Owner	Contractor	Location	Description	Project	Est. Cost
Business Compliance	28699	09/04/2026	New Wabash Village LLC	Patty Williams	447 Sagamore Pkwy W Parcel # 79-07-07-404-001.000-026	Business compliance - Prepped Nutrition		$0.00
	28664	09/04/2026	New Wabash Village LLC	Surge Staffing	451 Sagamore Pkwy W Parcel # 79-07-07-404-001.000-026	Business compliance - Surge Staffing		$0.00
	Total							**$0.00**
Commercial - Improvement	28702	09/04/2026	Bravo Sierra Properties LLC	Vasey Commercial Heating & Air Conditioning	300 E State St Parcel # 79-07-20-330-008.000-026	Replace 3 rooftop HVAC RTU's	Wabash 9 Theaters	$82,000.00
	28725	09/18/2026	Meijer Stores Limited Partnership	Serve Electric LLC	2636 US Hwy 52 W Parcel # 79-06-02-176-001.000-029	Install 150 amp sub-panel, 20 lighting circuits	Meijer	$75,000.00
	28697	09/02/2026	Wal-Mart Real Estate Business Trust	Powerhouse Retail Services LLC	2801 Northwestern Ave Parcel # 79-06-12-201-009.000-034	Install propane self-service unit	Walmart	$7,000.00
	Total							**$164,000.00**
Commercial - New Build	28705	09/10/2026	Purdue Research Foundation	Hi-Tech Engineering Partners LLC	0 100 W Parcel # 79-02-36-400-001.000-029	New Build - Temporary Power - Site A - SK Hynix		Confidential per IC Code 5-14-3-4(a)(4)
	28625	09/11/2026	Purdue Research Foundation	F.A. Wilhelm Construction Co Inc	1280 Kalberer Rd Parcel # 79-06-01-200-023.000-034	New build - Parkview Hospital - 1280 Kalberer	and Parkview Medical Offices - 1290 Kalberer	$148,000,000.00
	28740	09/28/2026	Purdue Research Foundation	Air Liquide Electronics US LP	3800 Yeager Rd Parcel # 79-03-31-376-001.000-034	Bulk Gas Yard - PKG1 flat bottom tank - SK Hynix	Foundation	$1,400,000.00

	Total							**$149,400,000.00**
Demolition	28476	09/25/2026	Wind Rentals LLC	Chauncey Construction, LLC	230 Harrison St Parcel # 79-07-19-430-001.000-026	Demolish 5 unit apt building		$0.00
	Total							**$0.00**
Electrical	28745	09/25/2026	BC Preferred LLC	KBM Mechanical LLC	125 W Lutz Ave Parcel # 79-07-19-232-020.000-026	Panel upgrade and adding circuits		$10,000.00
	28713	09/04/2026	Charity Tabol	Artisan Electric LLC	166 Pathway Ln Parcel # 79-07-08-352-009.000-026	Add new AC dedicated circuit from 100A panel		$2,346.00
	28723	09/14/2026	Richard McClurg	Electric & More LLC	205 Pawnee Dr Parcel # 79-07-08-355-009.000-026	Service upgrade: 100 amp to 200 amp		$3,000.00
	28714	09/04/2026	RM PropCo LLC	Huston Electric Inc	221 E State St Parcel # 79-07-20-308-025.000-026	Buss repair - River Market Apts		$0.00
	28744	09/25/2026	BC PFED 1 LLC	KBM Mechanical LLC	240 S Salisbury St Parcel # 79-07-19-477-003.000-026	Meter base repair		$1,000.00
	28720	09/15/2026	Bedrich Benes & Alejandro Magana	Artisan Electric LLC	600 Bexley Rd Parcel # 79-07-18-406-016.000-026	Service upgrade & panel relocation		$9,750.00
	28719	09/15/2026	Richard & Jane Anderson	M.P. Baker Electric Inc.	920 S River Rd Parcel # 79-07-30-200-004.000-029	Install generator & 200 amp transfer switch		$14,000.00
	28704	09/02/2026	Christopher Brocoum & Stephanie Chen	Solar Energy Solutions LLC	1220 Tuckaho Ln Parcel # 79-07-18-326-006.000-026	Remove shingle roof & replace with solar roof		$254,519.00

	28726	09/18/2026	Susan B & Joshua A Hyde	Huston Electric Inc	1936 Indian Trail Dr Parcel # 79-07-07-452-027.000-026	Roof mounted solar array & battery system		$40,000.00
	28718	09/09/2026	Harshbarger, Justin S.	Harshbarger, Justin S.	2225 Carlisle Rd Parcel # 79-07-07-326-006.000-026	Service upgrade: 60 amp to 200 amp & replace meter base		$2,100.00
	28707	09/02/2026	Perry Ttees, Fred & Robin	Peterman Heating Cooling & Plumbing	2628 N Salisbury St Parcel # 79-07-07-254-008.000-026	Install generator transfer switch		$28,636.00
	28750	09/28/2026	Timothy Smith & Jessica Graf	Artisan Electric LLC	2825 Henderson St Parcel # 79-07-07-230-004.000-026	50 amp;4 wire circuit from existing 200 amp box		$0.00
	Total							**$365,351.00**
Nonprofit - Improvement	28706	09/03/2026	City of West Lafayette	Gasoline Equipment Services	705 S River Rd Parcel # 79-07-30-200-002.000-029	Replace fleet fueling system & canopy	West Lafayette Street & Sanitation	$600,000.00
	Total							**$600,000.00**
Residential - Accessory Bldg	28716	09/16/2026	Jeffrey S. & Ellen E. Frost	Jeffrey S. & Ellen E. Frost	3721 Wakefield Dr Parcel # 79-07-06-226-006.000-034	Add 2-car detached garage		$120,000.00
	Total							**$120,000.00**
Residential - Improvement	28690	09/04/2026	Garrett Jeong	Deck Innovations LLC	311 Lindberg Ave Parcel # 79-07-18-227-022.000-026	Replace existing deck		$17,295.00
	28717	09/14/2026	McVey, Darren	Riverside Construction	1209 W Sunset Ln Parcel # 79-07-18-429-013.000-026	Add two egress windows in basement		$72,840.00
	Total							**$90,135.00**
Residential - New Build	28709	09/03/2026	Jordan Custom Homes LLC	Jordan Custom Homes LLC	70 Flintshire Trl Parcel # 79-03-31-476-039.000-034	New single family residence		$575,000.00

	28724	09/18/2026	Jordan Custom Homes LLC	Jordan Custom Homes LLC	4273 Demeree Way Parcel # 79-03-32-352-047.000-039	New single family residence		$500,000.00
	Total							**$1,075,000.00**
Sign - Permanent	28710	09/04/2026	Bravo Sierra Properties LLC	SignCraft Industries Inc	350 E State St Ste B Parcel # 79-07-20-330-001.000-026	Permanent Sign - The Standard leasing office		$6,342.00
	Total							**$6,342.00**
Grand Total								**$151,820,828.00**

Permit Type	# Permits	Total Estimated Cost
Business Compliance	2	$0.00
Commercial - Improvement	3	$164,000.00
Commercial - New Build	3	$149,400,000.00
Demolition	1	$0.00
Electrical	12	$365,351.00
Nonprofit - Improvement	1	$600,000.00
Residential - Accessory Bldg	1	$120,000.00
Residential - Improvement	2	$90,135.00
Residential - New Build	2	$1,075,000.00
Sign - Permanent	1	$6,342.00
Grand Total	**28**	**$151,820,828.00**

Rental Housing Report - September 2026

Inspections		Monthly	Cumulative Total
Category 1	Single-family	49	319
Category 2	Transient	3	10
Category 3	Multifamily	0	32
Category 4	Converted	4	71
Category 5	Condo	1	9
	Third party	0	3
Total		57	444

Reinspections	16	115

Verifications			
Category 1	Single-family	17	311
Category 2	Transient	0	13
Category 3	Multifamily	1	39
Category 4	Converted	5	77
Category 5	Condo	2	8
	Third party	0	0
Total		25	448

Fees collected	$ 40,387.00	$294,956.00

CITY OF WEST LAFAYETTE, GO GREENER COMMISSION APPLICATION

The West Lafayette Go Greener Commission promotes and enhances sustainable environmental well-being within the City of West Lafayette and among its residents for present and future generations.

Name: Brenna Ellison

Email: [courtesy redaction]

Address: 705 Gainsboro Dr. West Lafayette, IN 47906

Phone: [courtesy redaction]

City of West Lafayette resident *(circle or underline your answer)*? Yes No

If you are applying for the Youth Commissioner position, circle or underline your current class standing:

Sophomore Junior

Only sophomores and juniors are eligible to apply.

Please select your top areas of interest *(circle or underline answer)*:

Climate Action Planning

Energy Efficiency and Alternative Energy

Food Waste and Composting Land Use and Urban Development

Natural Resource Stewardship (urban forestry, river and water quality, brownfields)

Policy and Legislation

Public Outreach and Education Recycling and Waste

Smart Transit (multi-modal, alternative, public transportation)

Stormwater Management

Other *(if applicable, write in your answer):*

Please describe how your skills/training, experiences, research, and/or interests will contribute to the West Lafayette Go Greener Commission:

I am a Professor in Agricultural Economics at Purdue and serve as Director for the Center for Food Conservation and Waste Reduction (funded by USDA; https://conservefood.org/). In our work, we prioritize community-engaged research and want to work with households to find ways to more effectively manage their food, which can improve nutrition security, stretch their food dollars, and reduce waste. I have extensive experience collecting data on food waste (in K-12 schools, universities, households) as well as designing and evaluating education campaigns and behavioral nudges to improve waste behaviors. I would love the opportunity to serve on the WL Go Greener Commission to deepen my understanding of other initiatives that promote sustainability in the WL community and leverage our platforms to amplify those efforts. I am also willing to share my time and expertise to help in the evaluation of new and current sustainability initiatives and/or policies happening in the WL community.

If you are accepted for this position, you agree to meet with the full Commission once a month for an hour and half, as well as complete assigned committee work outside of our regular meetings.

Signature: 

Date: July 1, 2026

ORDINANCE NO. 16-2026 (Amended)

AN ORDINANCE SETTING THE 2027 CITY BUDGET AND SETTING THE 2027 TAX LEVY ON PROPERTY AND TAX RATE

AN ORDINANCE APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE CITY OF WEST LAFAYETTE, INDIANA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027, AND ENDING DECEMBER 31, 2027, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT, AND SETTING THE TAX LEVIES AND TAX RATES TO MEET THE NECESSARY EXPENSES OF THE 2027 BUDGET OF THE CITY OF WEST LAFAYETTE, INDIANA.

SECTION 1.
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CIVIL CITY OF WEST LAFAYETTE, INDIANA, that: for the expenses of the City government and its institutions for the fiscal year beginning January 1, 2027, and ending December 31, 2027, 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 also subject to the conditions provided in this ordinance. Such sums herein appropriated shall be held otherwise expressly stipulated and provided by law.

SECTION 2.
That for the said fiscal year there is appropriated out of the following funds of the City, the following:

Mayor Department		
PERSONAL SERVICES	$	212,025
SUPPLIES		11,400
SERVICES AND CHARGES		119,450
Total	$	342,875

Clerk Department		
PERSONAL SERVICES	$	232,069
SUPPLIES		3,250
SERVICES AND CHARGES		138,060
Total	$	373,379

City Court Department		
PERSONAL SERVICES	$	16,310
Total	$	16,310

Common Council Department		
PERSONAL SERVICES	$	161,751
Total	$	161,751

Building Department		
PERSONAL SERVICES		$ 283,185
SUPPLIES		7,650
SERVICES AND CHARGES		9,150
	Total	$ 299,985

Communications Department		
PERSONAL SERVICES		$ 359,361
SUPPLIES		2,000
SERVICES AND CHARGES		70,600
CAPITAL OUTLAY		640
	Total	$ 432,601

Engineering Department		
PERSONAL SERVICES		$ 388,337
SUPPLIES		8,700
SERVICES AND CHARGES		532,100
CAPITAL OUTLAY		20,000
	Total	$ 949,137

Facilities Department		
PERSONAL SERVICES		$ 26,479
SUPPLIES		64,400
SERVICES AND CHARGES		574,085
	Total	$ 664,964

Finance Department		
PERSONAL SERVICES		$ 531,095
SUPPLIES		3,500
SERVICES AND CHARGES		482,750
PROPERTY TAX CAPS		40,000
	Total	$ 1,057,345

Human Relations Department		
PERSONAL SERVICES		$ 542,384
SUPPLIES		200
SERVICES AND CHARGES		43,885
	Total	$ 586,469

Information Technology Department		
PERSONAL SERVICES		$ 401,543
	Total	$ 401,543

Legal Department		
SERVICES AND CHARGES		$ 155,000
	Total	$ 155,000

Police Department		
PERSONAL SERVICES		$ 8,829,520
SUPPLIES		333,275
SERVICES AND CHARGES		$ 421,448
CAPITAL OUTLAY		1,500
	Total	$ 9,585,743

Fire Department		
PERSONAL SERVICES		$ 8,896,560
SUPPLIES		117,750
SERVICES AND CHARGES		136,850
	Total	$ 9,151,160

Police Merit Commission		
PERSONAL SERVICES		$ 690
SERVICES AND CHARGES		10,500
	Total	$ 11,190

Fire Merit Commission		
PERSONAL SERVICES		$ 500
SERVICES AND CHARGES		9,750
	Total	$ 10,250

Total General Fund	$ 24,199,702

Parks & Recreation Fund		
PERSONAL SERVICES		$ 1,500,301
SUPPLIES		118,450
SERVICES AND CHARGES		290,250
CAPITAL OUTLAY		14,380
Total Parks & Recreation Fund		$ 1,923,381

Cumulative Capital Development Fund		
SUPPLIES		$ 67,650
SERVICES AND CHARGES		1,046,610
CAPITAL OUTLAY		363,000
Total Cumulative Capital Development Fund		$ 1,477,260

Police Pension Fund		
PERSONAL SERVICES	$	53,653
SERVICES AND CHARGES		771,160
Total Police Pension Fund	$	824,813

Fire Pension Fund		
PERSONAL SERVICES	$	53,653
SERVICES AND CHARGES		754,478
Total Fire Pension Fund	$	808,131

Motor Vehicle Highway Fund		
PERSONAL SERVICES	$	943,305
SUPPLIES		328,550
SERVICES AND CHARGES		887,600
CAPITAL OUTLAY		3,125,000
Total Motor Vehicle Highway Fund	$	5,284,455

Fire Fighting Fund		
SERVICES AND CHARGES		8,000
Total Fire Fighting Fund	$	8,000

Local Road & Street Fund		
SUPPLIES		241,000
SERVICES AND CHARGES		310,400
CAPITAL OUTLAY		40,000
Total Local Road & Street Fund	$	591,400

Economic Development Income Tax Fund		
PERSONAL SERVICES	$	1,449,823
SUPPLIES		44,812
SERVICES AND CHARGES		2,358,723
CAPITAL OUTLAY		141,000
Total Economic Development Income Tax Fund	$	3,994,358

Law Enforcement Continuing Education Fund		
SERVICES AND CHARGES		38,460
Total Law Enforcement Continuing Education Fund	$	38,460

Rental Housing Inspection Fund	
PERSONAL SERVICES	$ 277,339
SUPPLIES	7,650
SERVICES AND CHARGES	17,400
CAPITAL OUTLAY	50,000
Total Rental Housing Inspection Fund	$ 352,389

Public Safety Local Income Tax	
PERSONAL SERVICES	$ 1,178,443
SERVICES AND CHARGES	280,275
CAPITAL OUTLAY	99,025
Total Public Safety Local Income Tax	$ 1,557,743
Grand Total	$ 41,060,092

SECTION 3.
Appropriations for the 2027 City budget as shown on State Board of Accounts prescribed Budget Form 1 and Form 4-A for each fund and department are included herein.

SECTION 4.
BE IT FURTHER ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, that: the following tax levies and tax rates for the several funds of the City have been determined to be necessary for the purpose of raising revenue to meet the necessary expense of the City of West Lafayette for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

SECTION 5.

LEVY ON PROPERTY

Fund	Funds To Be Raised	Tax Rate
General	12,800,000	0.8914
Parks and Recreation	1,465,000	0.1020
Cumulative Capital Development	900,000	0.0627
TOTAL:	15,165,000	$1.0561

Estimated Assessed Valuation is $1,435,869,433.

SECTION 6.
The levy and tax rate as shown on the State Board of Accounts prescribed Budget Form 4-B for each fund are included herein.

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

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

NOTICE TO TAXPAYERS

The **Notice to Taxpayers is available online at** www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **Margerum City Hall 222 N Chauncey Ave, West Lafayette, IN 47906.**

Notice is hereby given to taxpayers of **WEST LAFAYETTE CIVIL CITY, TIPPECANOE COUNTY**, Indiana that the proper officers of **WEST LAFAYETTE CIVIL CITY** will conduct a public hearing on the year **2027** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **WEST LAFAYETTE CIVIL CITY** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **WEST LAFAYETTE CIVIL CITY** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **WEST LAFAYETTE CIVIL CITY** will meet to adopt the following budget:

Public Hearing Date	Monday, October 05, 2026
Public Hearing Time	6:30 PM
Public Hearing Location	Margerum City Hall 222 N Chauncey Ave, West Lafayette, IN 47906

Adoption Meeting Date	Monday, October 05, 2026
Adoption Meeting Time	6:30 PM
Adoption Meeting Location	Margerum City Hall 222 N Chauncey Ave, West Lafayette, IN 47906

Estimated Civil Max Levy	$15,230,204
Property Tax Cap Credit Estimate	$1,433,920

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference Column 3 /Column 5
0101 - GENERAL	$24,533,952	$12,800,000	$0	$11,976,840	6.87%
0254 - LOCAL INCOME TAX	$1,557,743	$0	$0	$0	
0341 - FIRE PENSION	$808,131	$0	$0	$27,028	-100.00%
0342 - POLICE PENSION	$824,813	$0	$0	$27,028	-100.00%
0706 - LOCAL ROAD & STREET	$591,400	$0	$0	$0	
0708 - MOTOR VEHICLE HIGHWAY	$5,284,455	$0	$0	$0	
1191 - CUMULATIVE FIRE SPECIAL	$0	$0	$0	$0	
1301 - PARK & RECREATION	$1,923,381	$1,465,000	$0	$1,538,914	-4.80%
2379 - CUMULATIVE CAPITAL IMP (CIG TAX)	$75,000	$0	$0	$0	
2391 - CUMULATIVE CAPITAL DEVELOPMENT	$1,477,260	$900,000	$0	$844,629	6.56%
2411 - ECONOMIC DEV INCOME TAX CEDIT	$3,994,358	$0	$0	$0	
9500 - Law Enforcement Continuing Education	$38,460	$0	$0	$0	
9502 - Rental Housing Inspection	$352,389	$0	$0	$0	
9503 - FIRE FIGHTING	$8,000	$0	$0	$0	
Totals	$41,469,342	$15,165,000	$0	$14,414,439	

2027 Budget with 3-Year Annual Trend - 5 October 2026

FUND/DEPT	2024	2025	2026	2nd Read 2027 Proposed	2027-2026 $ Change	2027-2026 % Change
General Fund						
Mayor	308,743	317,359	330,269	342,875	12,606	3.8%
Clerk	388,553	388,105	395,687	373,379	(22,308)	-5.6%
Controller	497,225	814,046	928,891	1,057,345	128,454	13.8%
City Court	17,624	15,526	15,990	16,310	320	2.0%
Council	149,592	154,038	158,610	161,751	3,141	2.0%
Engineering	591,206	801,141	980,517	949,137	(31,380)	-3.2%
Building	397,973	197,814	113,567	299,985	186,418	164.1%
Communications	-	424,003	431,883	432,601	718	0.2%
Facilities	659,703	688,744	877,856	664,964	(212,892)	-24.3%
Information Technology	304,529	339,778	363,048	401,543	38,495	10.6%
Police	8,972,557	8,937,051	9,535,679	9,585,743	50,064	0.5%
Fire	6,452,089	6,585,022	7,873,533	9,151,160	1,277,627	16.2%
Police Merit Commission	13,689	11,189	11,690	11,190	(500)	-4.3%
Fire Merit Commission	-	10,597	10,347	10,250	(97)	-0.9%
Legal	155,000	155,000	155,000	155,000	-	0.0%
Human Relations	595,624	594,514	608,367	586,469	(21,898)	-3.6%
General Fund Total	19,504,107	20,433,927	22,790,934	24,199,702	1,408,768	6.2%
Parks And Recreation	1,795,946	1,774,326	1,838,338	1,923,381	85,043	4.6%
Cumulative Fire Bldg Equip	-	88,536	-	-	-	0.0%
Cumulative Capital Dev	935,700	1,202,655	1,656,650	1,477,260	(179,390)	-10.8%
Rental Housng Inspection	312,496	397,754	479,074	352,389	(126,685)	-26.4%
Police Pension	818,211	814,783	816,997	824,813	7,816	1.0%
Fire Pension	745,342	784,645	811,711	808,131	(3,580)	-0.4%
Motor Vehicle Highway	4,033,892	3,054,983	5,657,809	5,284,455	(373,354)	-6.6%
Fire Fighting	8,000	8,000	8,000	8,000	-	0.0%
Local Road And Street	408,600	418,700	468,700	591,400	122,700	26.2%
Economic Dev Income Tax	3,123,794	3,497,788	4,137,043	3,994,358	(142,685)	-3.4%
Public Safety Local Inc Tax	1,099,331	1,205,639	1,419,766	1,557,743	137,977	9.7%
Law Enforcement Contin Ed	18,500	18,500	27,500	38,460	10,960	39.9%
Total All Funds	32,803,919	33,700,236	40,112,522	41,060,092	947,570	2.4%

ORDINANCE NO. 16-2026

AN ORDINANCE SETTING THE 2027 CITY BUDGET AND SETTING THE 2027 TAX LEVY ON PROPERTY AND TAX RATE

AN ORDINANCE APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE CITY OF WEST LAFAYETTE, INDIANA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027, AND ENDING DECEMBER 31, 2027, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT, AND SETTING THE TAX LEVIES AND TAX RATES TO MEET THE NECESSARY EXPENSES OF THE 2027 BUDGET OF THE CITY OF WEST LAFAYETTE, INDIANA.

SECTION 1.
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CIVIL CITY OF WEST LAFAYETTE, INDIANA, that: for the expenses of the City government and its institutions for the fiscal year beginning January 1, 2027, and ending December 31, 2027, 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 also subject to the conditions provided in this ordinance. Such sums herein appropriated shall be held otherwise expressly stipulated and provided by law.

SECTION 2.
That for the said fiscal year there is appropriated out of the following funds of the City, the following:

Mayor Department		
PERSONAL SERVICES		$ 212,150
SUPPLIES		11,400
SERVICES AND CHARGES		119,450
	Total	$ 343,000

Clerk Department		
PERSONAL SERVICES		$ 231,667
SUPPLIES		3,250
SERVICES AND CHARGES		138,060
	Total	$ 372,977

City Court Department		
PERSONAL SERVICES		$ 16,310
	Total	$ 16,310

Common Council Department		
PERSONAL SERVICES		$ 161,751
	Total	$ 161,751

Building Department		
PERSONAL SERVICES		$ 283,263
SUPPLIES		7,650
SERVICES AND CHARGES		9,150
	Total	$ 300,063

Communications Department		
PERSONAL SERVICES		$ 359,463
SUPPLIES		2,000
SERVICES AND CHARGES		70,600
CAPITAL OUTLAY		640
	Total	$ 432,703

Engineering Department		
PERSONAL SERVICES		$ 388,466
SUPPLIES		8,700
SERVICES AND CHARGES		532,100
CAPITAL OUTLAY		20,000
	Total	$ 949,266

Facilities Department		
PERSONAL SERVICES		$ 26,485
SUPPLIES		64,400
SERVICES AND CHARGES		574,085
	Total	$ 664,970

Finance Department		
PERSONAL SERVICES		$ 531,323
SUPPLIES		3,500
SERVICES AND CHARGES		482,750
PROPERTY TAX CAPS		40,000
	Total	$ 1,057,573

Human Relations Department		
PERSONAL SERVICES		$ 547,814
SUPPLIES		200
SERVICES AND CHARGES		43,885
	Total	$ 591,899

Information Technology Department		
PERSONAL SERVICES		$ 431,791
	Total	$ 431,791

Legal Department		
SERVICES AND CHARGES		$ 155,000
	Total	$ 155,000

Police Department		
PERSONAL SERVICES		$ 9,394,432
SUPPLIES		333,274
SERVICES AND CHARGES		$ 421,448
CAPITAL OUTLAY		1,500
	Total	$ 10,150,654

Fire Department		
PERSONAL SERVICES		$ 8,912,620
SUPPLIES		110,250
SERVICES AND CHARGES		136,850
	Total	$ 9,159,720

Police Merit Commission		
PERSONAL SERVICES		$ 1,190
SERVICES AND CHARGES		10,500
	Total	$ 11,690

Fire Merit Commission		
PERSONAL SERVICES		$ 500
SERVICES AND CHARGES		9,750
	Total	$ 10,250
	Total General Fund	$ 24,809,617

Parks & Recreation Fund		
PERSONAL SERVICES		$ 1,535,454
SUPPLIES		118,450
SERVICES AND CHARGES		290,250
CAPITAL OUTLAY		14,380
	Total Parks & Recreation Fund	$ 1,958,534

Cumulative Capital Development Fund		
SUPPLIES		67,650
SERVICES AND CHARGES		1,106,610
CAPITAL OUTLAY		829,000
	Total Cumulative Capital Development Fund	$ 2,003,260

Police Pension Fund		
PERSONAL SERVICES	$	53,653
SERVICES AND CHARGES		771,160
Total Police Pension Fund	$	824,813

Fire Pension Fund		
PERSONAL SERVICES	$	53,653
SERVICES AND CHARGES		754,478
Total Fire Pension Fund	$	808,131

Motor Vehicle Highway Fund		
PERSONAL SERVICES	$	981,492
SUPPLIES		328,550
SERVICES AND CHARGES		887,600
CAPITAL OUTLAY		3,125,000
Total Motor Vehicle Highway Fund	$	5,322,642

Fire Fighting Fund		
SERVICES AND CHARGES		8,000
Total Fire Fighting Fund	$	8,000

Local Road & Street Fund		
SUPPLIES		241,000
SERVICES AND CHARGES		310,400
CAPITAL OUTLAY		40,000
Total Local Road & Street Fund	$	591,400

Economic Development Income Tax Fund		
PERSONAL SERVICES	$	1,493,627
SUPPLIES		44,812
SERVICES AND CHARGES		2,358,723
CAPITAL OUTLAY		141,000
Total Economic Development Income Tax Fund	$	4,038,162

Law Enforcement Continuing Education Fund		
SERVICES AND CHARGES		38,460
Total Law Enforcement Continuing Education Fund	$	38,460

Rental Housing Inspection Fund	
PERSONAL SERVICES	$ 277,432
SUPPLIES	7,650
SERVICES AND CHARGES	17,400
CAPITAL OUTLAY	50,000
Total Rental Housing Inspection Fund	$ 352,482

Public Safety Local Income Tax	
PERSONAL SERVICES	$ 1,186,427
SERVICES AND CHARGES	280,275
CAPITAL OUTLAY	99,025
Total Public Safety Local Income Tax	$ 1,565,727
Grand Total	$ 42,321,228

SECTION 3.
Appropriations for the 2027 City budget as shown on State Board of Accounts prescribed Budget Form 1 and Form 4-A for each fund and department are included herein.

SECTION 4.
BE IT FURTHER ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, that: the following tax levies and tax rates for the several funds of the City have been determined to be necessary for the purpose of raising revenue to meet the necessary expense of the City of West Lafayette for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

SECTION 5.

LEVY ON PROPERTY

Fund	Funds To Be Raised	Tax Rate
General	16,214,053	1.1292
Parks and Recreation	1,482,265	0.1032
Cumulative Capital Development	844629	0.0500
TOTAL:	5,048,000	$1.2824

Estimated Assessed Valuation is $1,435,870,000.

SECTION 6.
The levy and tax rate as shown on the State Board of Accounts prescribed Budget Form 4-B for each fund are included herein.

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

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

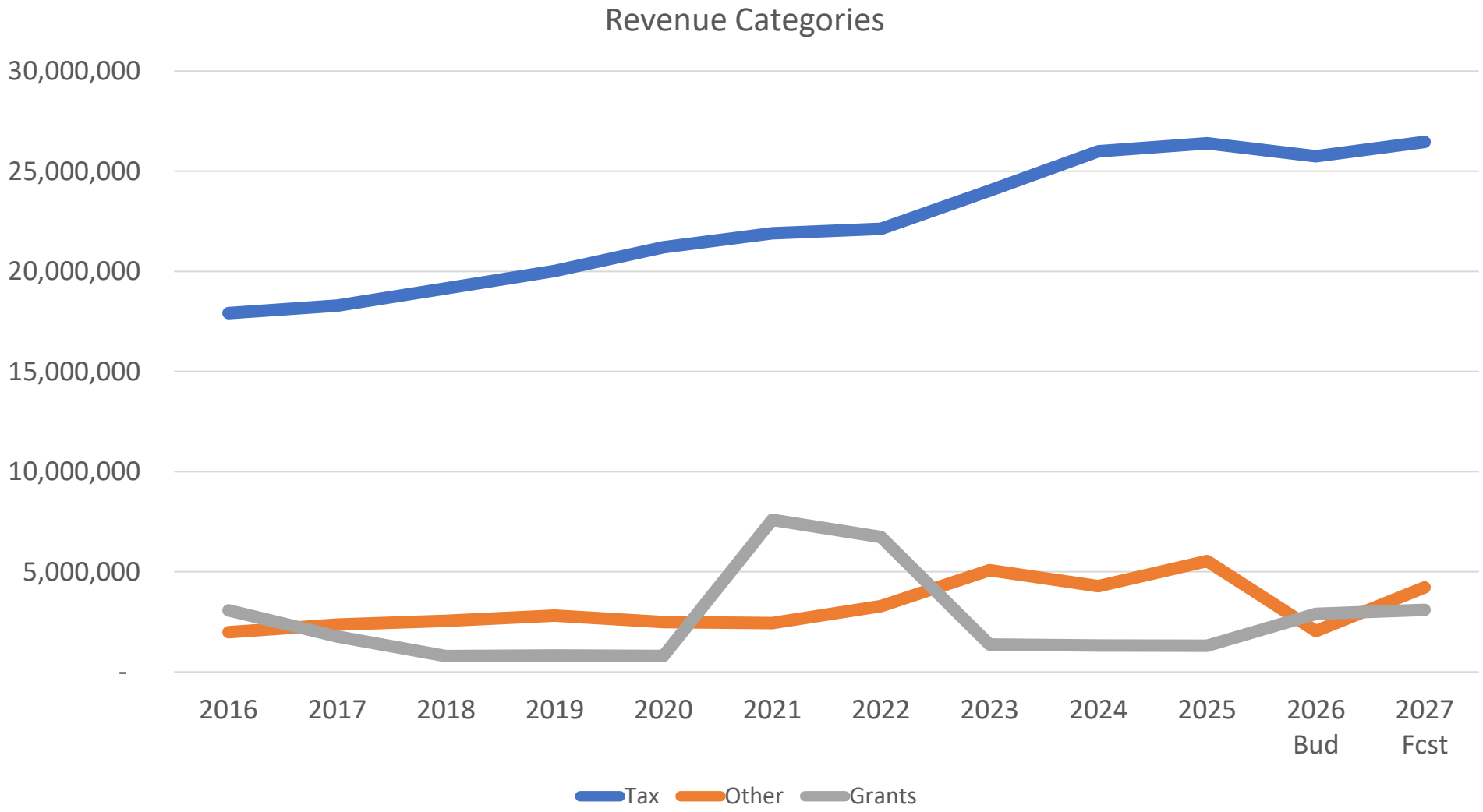

WEST
LAFAYETTE
HOME of PURDUE

Revenue Sources & Uses

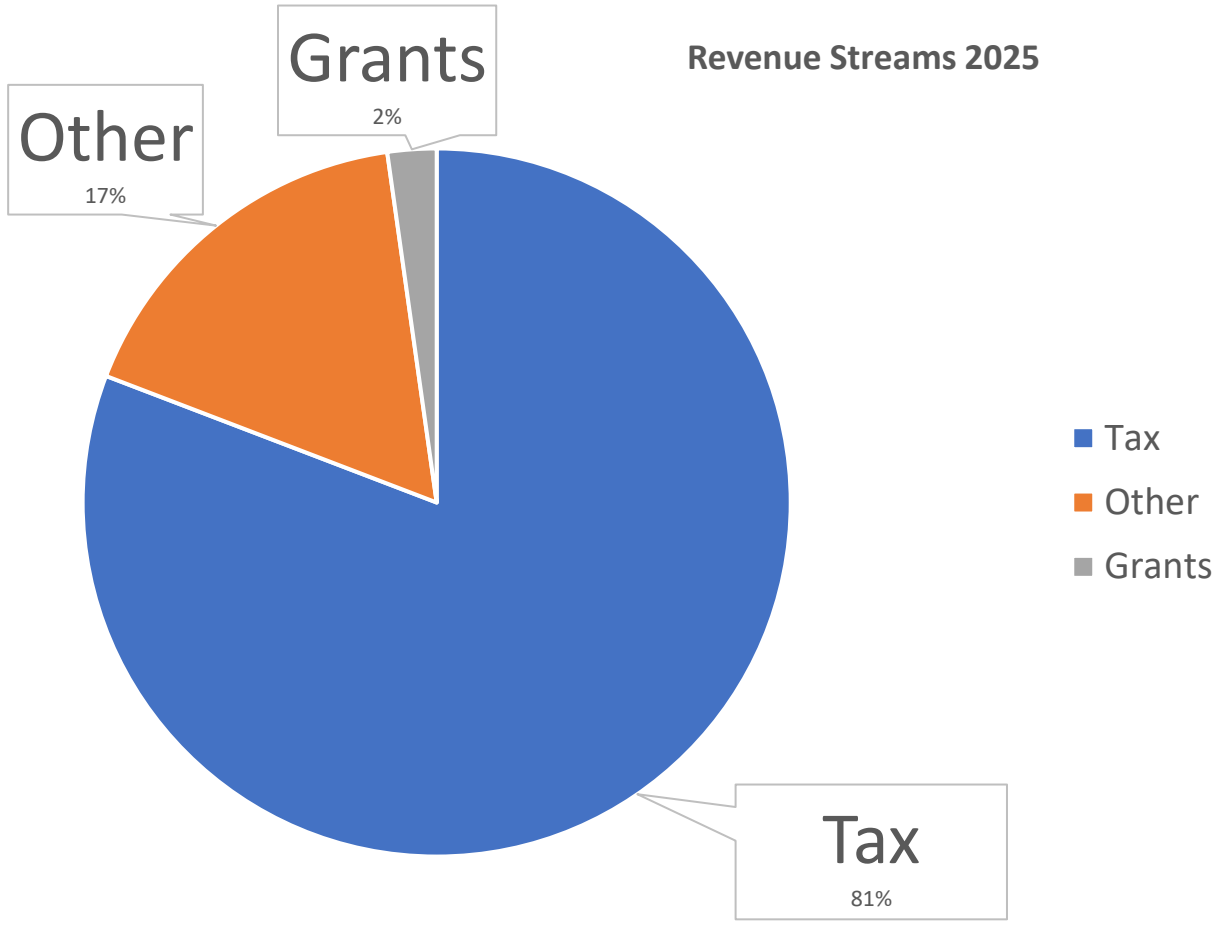
WL Common Council Meeting
3 August 2026

Peter Gray
Controller

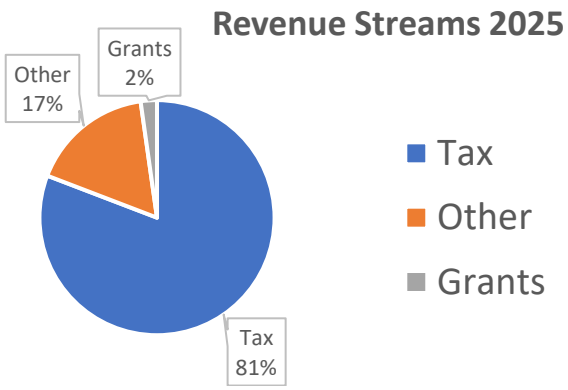
Revenue Trend

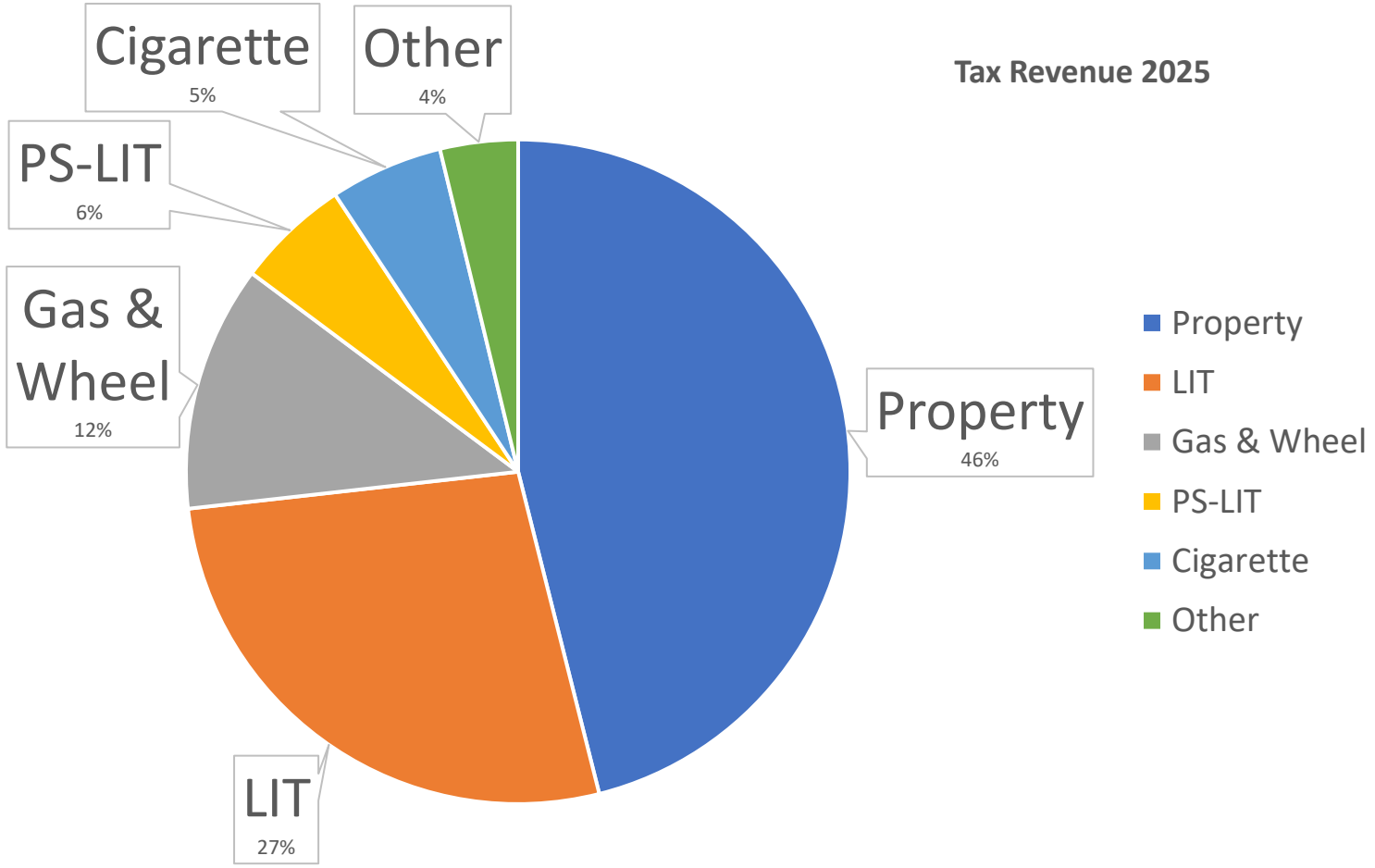


City Revenue Streams

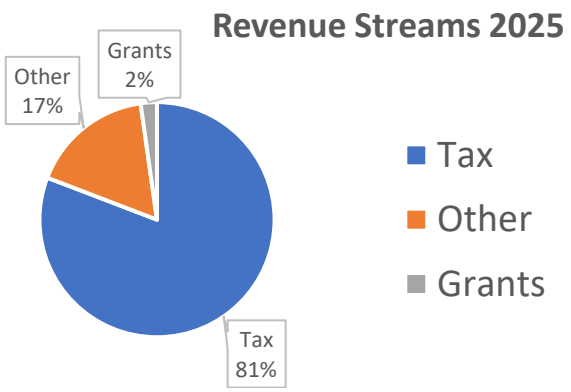


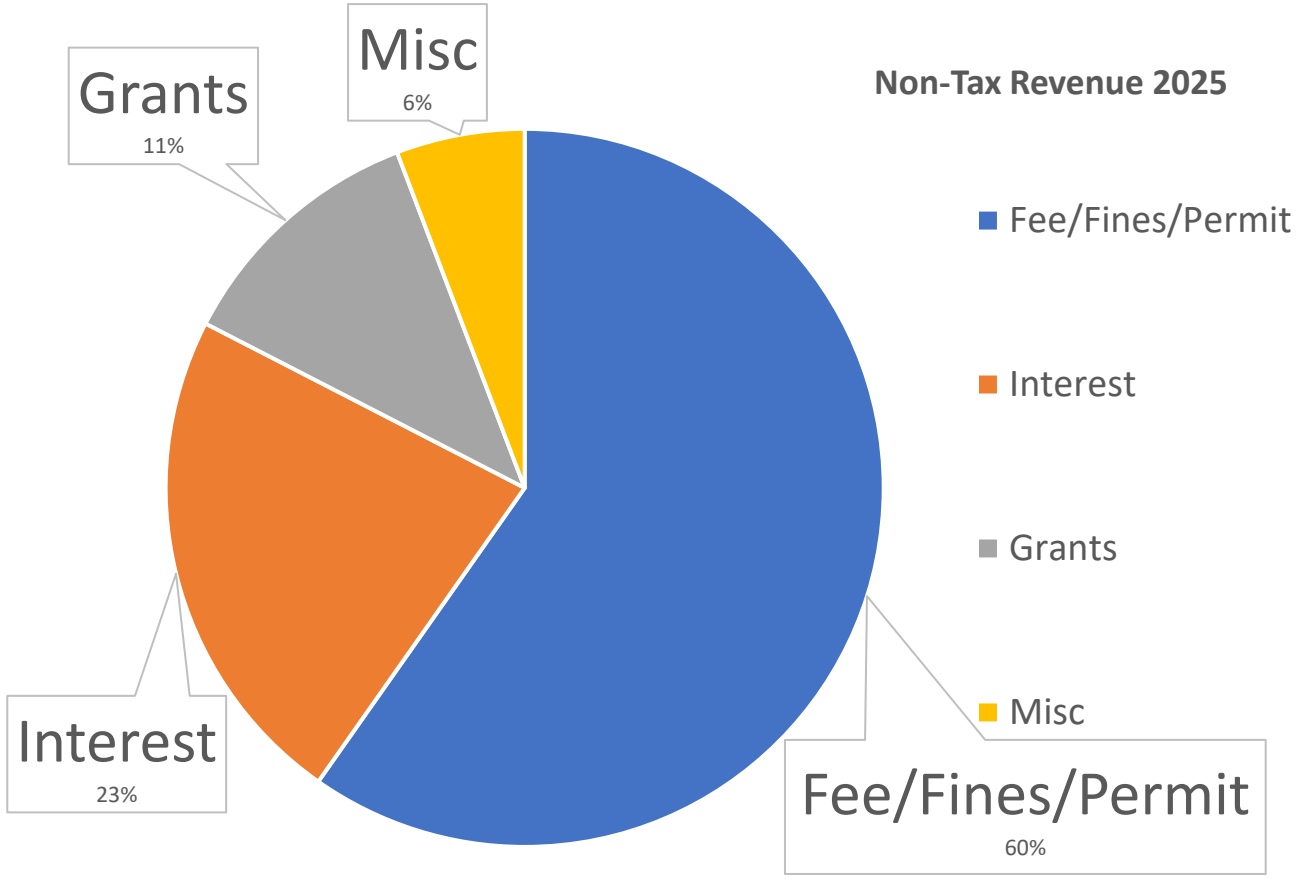
Revenue from Taxes



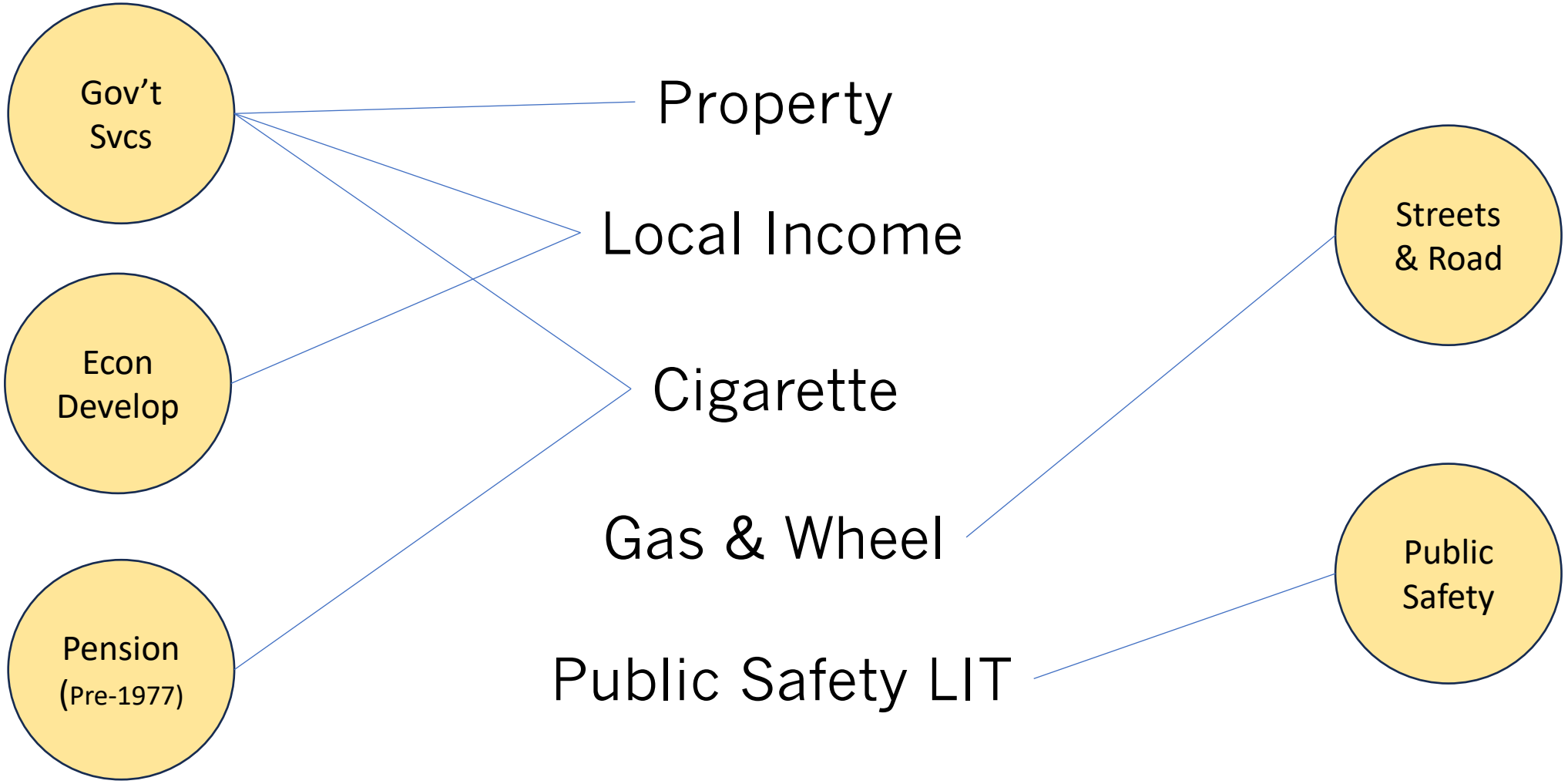


Non-Tax Revenue





Tax Restricted Expenditures



Government Services

Mayor
Clerk
Engineering
Human Resources
Technology
Finance
Court
Common Council
Legal
Communications
Police
Fire



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Sponsored by Mayor Erin R. Easter

ORDINANCE NO. 21-2026

AN ORDINANCE OF THE CITY OF WEST LAFAYETTE, INDIANA, AMENDING THE WEST LAFAYETTE CITY CODE RELATING TO THE RATES AND CHARGES OF THE SEWAGE WORKS OF THE CITY

WHEREAS, the City of West Lafayette, Indiana (the "City") has established, acquired, and financed its sewage works pursuant to Indiana Code 36-9-23, as amended (the "Act"), for the purpose of providing for the collection, treatment and disposal of sewage from inhabitants in and around the City; and

WHEREAS, it is the general intent of the Common Council of the City (the "Council"), at this time, to avoid any increase in the rates and charges for the use of and service rendered by the sewage works resulting from (i) any future demand for expansion or improvement of the sewage works which may occur and (ii) any obligation of the City which may be considered to finance such an expansion or improvement; and

WHEREAS, persistent elevated inflation has increased the costs of operating and maintaining the sewage works in its current state, as observed by the staff of the City responsible for the operation and maintenance of the sewage works and reported to the Council, without regard for (i) any future demand for expansion or improvement of the sewage works which may occur and (ii) any obligation of the City which may be considered to finance such an expansion or improvement; and

WHEREAS, O.W. Krohn & Associates, LLP, municipal advisor to the City, has prepared a rate report concerning the current rates and charges of the sewage works (the "Report"); and

WHEREAS, based upon the Report, the Council finds that the current rates and charges for the use of and service rendered by the sewage works do not produce sufficient revenues to pay all the legal and necessary expenses incident to the operation of such sewage works, including legal expenses, maintenance costs, operating charges, repairs, lease rentals and interest charges on bonds or other obligations of the sewage works, to provide a sinking fund for the liquidation of indebtedness, and to provide adequate funds to be used as working capital and funds for making extensions and replacements and to make payments in lieu of taxes; and

WHEREAS, based upon the Report, the Council finds that the current rates and charges of the sewage works as set forth in the West Lafayette City Code (the "City Code") do not produce an income sufficient to maintain the sewage works property in a sound physical and financial condition to render adequate and efficient service; and

WHEREAS, the Council finds that the current rates and charges for the use of and service rendered by the sewage works must be increased in order to provide sufficient revenue to meet such requirements; and

WHEREAS, the Council finds that the rates and charges of the sewage works should be increased in phases as herein provided; and

WHEREAS, the Council finds that the rates and charges set forth herein are based upon the cost of providing service to the customers of the sewage works and will enable the City to meet its legal revenue requirements for the sewage works; and

WHEREAS, the Council has caused notice of a public hearing on the rates and charges set forth herein to be duly advertised and mailed, and has held a public hearing thereon, all pursuant to the Act;

NOW THEREFORE, be it ordained by the Common Council of the City of West Lafayette, Indiana that:

Section 1. Section 40-183(a) and Section 40-183(b) of the City Code are hereby amended and restated to read as follows:

"(a) $7.51 per 1,000 gallons for service rendered after December 31, 2026 and up to and including December 31, 2027. For service rendered after December 31, 2027 and up to and including December 31, 2028, $7.66 per 1,000 gallons. For service rendered after December 31, 2028 and up to and including December 31, 2029, $7.81 per 1,000 gallons. For service rendered after December 31, 2029, $7.97 per 1,000 gallons.

(b) The water usage schedule on which the amount of rates and charges shall be determined for Purdue University is as follows:

(1) For service rendered after December 31, 2026 and up to and including December 31, 2027, a billing charge of $5.77 per month plus a usage charge of $7.15 per 1,000 gallons.

(2) For service rendered after December 31, 2027 and up to and including December 31, 2028, a billing charge of $5.89 per month plus a usage charge of $7.29 per 1,000 gallons.

(3) For service rendered after December 31, 2028 and up to and including December 31, 2029, a billing charge of $6.01 per month plus a usage charge of $7.44 per 1,000 gallons.

(4) For service rendered after December 31, 2029, a billing charge of $6.13 per month plus a usage charge of $7.59 per 1,000 gallons.

Section 2. Section 40-184 of the City Code is hereby amended and restated to read as follows:

"Sec. 40-184. - CSO Surcharge.

In addition to all other charges for the use and service rendered by the sewage works, there shall be charged to each property owner that is connected to the city's sewage works system or otherwise discharges wastewater, sanitary sewage, industrial waste, water or other liquid, either directly or indirectly into the sewage works system of the city, a monthly combined sewer overflow ("CSO") surcharge to cover costs of addressing combined sewer overflow improvements to the sewage works. The CSO surcharge shall be charged on a monthly basis per equivalent dwelling unit ("EDU"), based upon the size of the water meter as follows:

Meter Size	EDUs	Monthly CSO Surcharge Effective 01/01/2027 to 12/31/2027	Monthly CSO Surcharge Effective 01/01/2028 to 12/31/2028	Monthly CSO Surcharge Effective 01/01/2029 to 12/31/2029	Monthly CSO Surcharge Effective 01/01/2030 and thereafter
5/8 inch or 3/4 inch	1.0	$12.04	$12.28	$12.53	$12.78
1 inch	2.5	$30.10	$30.70	$31.33	$31.95
1 1/4 inch	4.0	$48.16	$49.12	$50.12	$51.12
1 1/2 inch	5.8	$69.83	$71.22	$72.67	$74.12
2 inch	10.0	$120.40	$122.80	$125.30	$127.80
3 inch	23.0	$276.92	$282.44	$288.19	$293.94
4 inch	40.0	$481.60	$491.20	$501.20	$511.20
6 inch	91.0	$1,095.64	$1,117.48	$1,140.23	$1,162.98
8 inch	161.8	$1,948.07	$1,986.90	$2,027.35	$2,067.80
10 inch	252.8	$3,043.71	$3,104.38	$3,167.58	$3,230.78
12 inch	364.0	$4,382.56	$4,469.92	$4,560.92	$4,651.92

With respect to multi-family residential apartments only, each individual apartment unit shall constitute .66 EDUs."

Section 3. Section 40-186 of the City Code is hereby amended and restated to read as follows:

"Sec. 40-186. - Minimum Billing.

The minimum monthly charge shall be based upon the monthly minimum gallonage multiplied by the applicable rate for the size of the water meter as follows:

Meter Size	Monthly Minimum Gallons
⅝ inch	3,000
¾ inch	4,000
1 inch	7,000
1¼ inch	12,000
1½ inch	15,000
2 inch	24,000
3 inch	45,000
4 inch	75,000
6 inch	150,000
8 inch	240,000
10 inch	345,000
12 inch	645,000
No meter installed	8,000

If two or more dwelling units, such as trailers, apartments, or housekeeping rooms discharging wastewater, sanitary sewage, water, or other liquids into the WWTU's

sanitary sewer, either directly or indirectly, are users of water, and the quantity of water is measured by a single water meter, then, in such case, billing shall be for a single service.

Section 4. The section of the Table of Fees in Section 12-1 which references 40-236(a) relating to Sewer monthly usage rate is hereby amended and restated as follows:

"40-183(a)	Sewer monthly usage rate	$7.51 (per 1,000 gallons of water; for service from 01/01/2027 through 12/31/2027) $7.66 (per 1,000 gallons of water; for service from 01/01/2028 through 12/31/2028) $7.81 (per 1,000 gallons of water; for service from 01/01/2029 through 12/31/2029) $7.97 (per 1,000 gallons of water; for service from 01/01/2030 and thereafter)"

Section 5. The section of the Table of Fees in Section 12-1 which references 40-236(b)(3) relating to Sewer monthly usage charge - Purdue is hereby amended and restated as follows:

"40-183(b)(3)	Sewer monthly usage charge - Purdue	$5.77 (for service from 01/01/2027 through 12/31/2027) $5.89 (for service from 01/01/2028 through 12/31/2028) $6.01 (for service from 01/01/2029 through 12/31/2029) $6.13 (for service from 01/01/2030 and thereafter)"

Section 6. The section of the Table of Fees in Section 12-1 which references 40-236 relating to Sewer monthly usage rate - Purdue is hereby amended and restated as follows:

"40-183	Sewer monthly usage rate - Purdue	$7.15 (per 1,000 gallons of water; for service from 01/01/2027 through 12/31/2027) $7.29 (per 1,000 gallons of water; for service from 01/01/2028 through 12/31/2028) $7.44 (per 1,000 gallons of water; for service from 01/01/2029 through 12/31/2029) $7.59 (per 1,000 gallons of water; for service from 01/01/2030 and thereafter)"

Section 7. All ordinances and parts of ordinances, and all provisions of the City Code, in conflict herewith are hereby repealed.

Section 8. If any section, sentence, or provision of this ordinance or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other parts of this ordinance which can be given effect without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

Section 9. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED INCREASE IN SEWAGE WORKS RATES AND CHARGES FOR THE CITY OF WEST LAFAYETTE, INDIANA

Property owners in the City of West Lafayette, Indiana (the "City") and other interested parties, are hereby notified that an ordinance amending the West Lafayette City Code relating to the rates and charges for services rendered by the sewage works of the City (the "Rate Ordinance") was introduced at a meeting of the Common Council of the City (the "Common Council") held on September 8, 2026. A public hearing of the Common Council will be held at 6:30 p.m., local time, on October 5, 2026, at Margerum City Hall, 222 North Chauncey Avenue, West Lafayette, Indiana 47906, on the matter of the rates and charges. Immediately following the public hearing, the Common Council will convene and may consider the adoption of the proposed Rate Ordinance. The proposed Rate Ordinance provides for an increase in rates as set forth below:

SCHEDULE OF PRESENT AND PROPOSED RATES AND CHARGES

	Present Rate	Phase I (01/01/2027 – 12/31/2027)	Phase II (01/01/2028 – 12/31/2028)	Phase III (01/01/2029 – 12/31/2029)	Phase IV (01/01/2030 and thereafter
Monthly flow charge (per 1000 gallons usage per month)	$7.36	$7.51	$7.66	$7.81	$7.97
Purdue University monthly flow charge (monthly billing charge/per 1000 gallons usage per month)	$5.66/$7.01	$5.77/$7.15	$5.89/$7.29	$6.01/$7.44	$6.13/$7.59
Unmetered users (based upon 8000 gallons of assumed use per month)	N/A	$60.08	$61.28	$62.48	$63.76
CSO Surcharge Meter Size 5/8 inch or ¾ inch (1.0 EDUs)	$11.80	$12.04	$12.28	$12.53	$12.78
CSO Surcharge	$29.50	$30.10	$30.70	$31.33	$31.95

Meter Size 1 inch (2.5 EDUs)					
CSO Surcharge Meter Size 1 1/4 inch (4.0 EDUs)	$47.20	$48.16	$49.12	$50.12	$51.12
CSO Surcharge Meter Size 1 1/2 inch (5.8 EDUs)	$68.44	$69.83	$71.22	$72.67	$74.12
CSO Surcharge Meter Size 2 inch (10.0 EDUs)	$118.00	$120.40	$122.80	$125.30	$127.80
CSO Surcharge Meter Size 3 inch (23 EDUs)	$271.40	$276.92	$282.44	$288.19	$293.94
CSO Surcharge Meter Size 4 inch (40.0 EDUs)	$472.00	$481.60	$491.20	$501.20	$511.20
CSO Surcharge Meter Size 6 inch (91.0 EDUs)	$1,073.80	$1,095.64	$1,117.48	$1,140.23	$1,162.98
CSO Surcharge Meter Size 8 inch (161.8 EDUs)	$1,909.24	$1,948.07	$1,986.90	$2,027.35	$2,067.80
CSO Surcharge Meter Size 10 inch (252.8 EDUs)	$2,983.04	$3,043.71	$3,104.38	$3,167.58	$3,230.78
CSO Surcharge Meter Size 12 inch (364.0 EDUs)	$4,295.20	$4,382.56	$4,469.92	$4,560.92	$4,651.92

At such public hearing and prior to final adoption of the Rate Ordinance, all interested parties may appear and be heard concerning the proposed rates and charges. The complete text

of the proposed Rate Ordinance and the Rate Report prepared by the municipal advisor are on file and available for examination and copying at the office of the Clerk located at Margerum City Hall, 222 North Chauncey Avenue, West Lafayette, Indiana 47906, during regular business hours, and will be available at the public hearing.

Following the adoption of the Rate Ordinance, users located outside the City's corporate boundaries may be entitled to petition the Indiana Utility Regulatory Commission under Indiana Code 8-1.5-3-8.3 to review and adjust the rates and charges imposed on such users if a petition under Indiana Code 8-1.5-3-8.2 or under IC 36-9-23-26.1 with respect to the Rate Ordinance has not been filed.

Dated this 21st day of September, 2026.

City of West Lafayette, Indiana
Clerk

CITY OF WEST LAFAYETTE
MUNICIPAL WASTEWATER UTILITY

2026 RATE STUDY

WEST LAFAYETTE
HOME of PURDUE

AUGUST 19, 2026

KROHN & ASSOCIATES
CPAS AND CONSULTANTS

WEST LAFAYETTE WASTEWATER UTILITY

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August 19, 2026

Dave Henderson, Utility Director
and Members of the City Council
City of West Lafayette
222 N Chauncey Avenue
West Lafayette, Indiana 47906

Pursuant to our engagement with the West Lafayette Wastewater Utility (the "Utility"), we have prepared this special purpose report. We present the following pro forma financial schedules based on the statements of net position as of June 30, 2026, and December 31, 2025 and 2024, and for the twelve-month periods then ended.

This report presents the pro forma revenue requirements under the certain assumptions described herein to provide management with information recommended a potential adjustment to user rates. The purpose of this report is to consider a new schedule of wastewater rates and charges and should not be used for any other purpose.

Based on the calculations presented, approximately a 10.0% across-the-board rate increase is required to fund the Utility's pro forma revenue requirements which include the:

1) Pro forma cash operation and maintenance expenditures
2) Outstanding debt service obligations
3) Annual capital improvement needs
4) Proposed payment in lieu of taxes

It is proposed that the Utility adopts a four-phase rate increase as follows:

1) Phase I – 2.0% across-the-board rate increase effective 1/1/2027
2) Phase II – 2.0% across-the-board rate increase effective 1/1/2028
3) Phase III – 2.0% across-the-board rate increase effective 1/1/2029
4) Phase IV – 2.0% across-the-board rate increase effective 1/1/2030.

Considering the assumptions provided herein, the four-phased rate increases of 2.0% annually are sufficient to fund operations and capital needs as well as to provide adequate debt service coverage.

O.W. Krohn & Associates LLP
O. W. Krohn & Associates LLP

WEST LAFAYETTE WASTEWATER UTILITY

GENERAL COMMENTS AND NOTES

Schedule of Pro Forma Revenue Requirements – Page 4

The pro forma revenue requirements are calculated based on the pro forma operating expenses, debt service needs, improvements allowances and payment in lieu of taxes. In comparison to the revenues available for the twelve months ended June 30, 2026 ("Test Year"), the Utility has a shortfall of approximately $1.3M. This shortfall indicates that an approximate 10.0% across-the-board increase in current wastewater rates is justified. However, it is proposed that the Utility increases the rates by 8.2%. The proposed 8.2% increase is to provide the additional funding to the Utility while limiting the impacts to rate payers. This would produce estimated debt service coverage of 138.8% which is sufficient for on the current outstanding debt obligations.

It should be noted that no impacts of the proposed wastewater plant expansion are considered in these calculations. The proposed increase is specifically to account for current operating and maintenance inflationary adjustments and regulatory requirements.

Chart of Revenue Requirements for an Average Monthly Bill of $49.59 (5,000 Gallons) in 2027 – Page 5

This schedule presents the breakdown of what an average bill of 5,000 gallons is contributed. Approximately half of the bill goes towards operation and maintenance expenses. The remainder of an average bill goes towards making debt service payments, capital improvements and payments in lieu of taxes.

Schedule of Pro Forma Operating and Maintenance Expenditures – Page 6

Pro forma operating and maintenance expenditures are primarily based on the 2026 Budgeted amounts adjusted for a 3.0% cost-of-living adjustment on wages and insurance and benefits and a 2.0% inflationary adjustment on most other budgeted amounts. In comparison to Test Year amounts, this reflects approximately a $400,000 decrease.

In preparation for the wastewater plant expansion, significant one-time expenditures were incurred in the Test Year. These amounts are not recurring and therefore have been effectively removed by using the 2026 Budget as the base. These one-time expenditures are primarily included in Test Year sludge hauling and professional services.

Capital Improvements Plan – Page 7

This schedule summarizes the capital projects anticipated over the next five years. The north side regional lift station and plant capacity expansion project are anticipated to be funded through SRF bonds. The remaining projects listed are to be funded via cash. Based on the projects presented, approximately $2.5M is required annually for pay-go projects as reflected in the revenue requirements.

Schedule of Proposed Wastewater Rates and Charges – Page 8

Current wastewater rates and charges became effective January 1, 2026, and were approved by Ordinance No. 03-22 on January 4, 2022. As reflected in the Schedule of Pro Forma Revenue Requirements, an 8.2% across-the-board rate increase is proposed. Two options for implementation are presented on this schedule. Option 1 presents a single-phase rate increase of 8.2% while Option 2 presents a four-phase rate increase. Option 2 proposes annual 2.0% rate increases on each January 1st through January 1, 2030.

WEST LAFAYETTE WASTEWATER UTILITY

GENERAL COMMENTS AND NOTES
(continued)

Option 2 is comparable to previous rate increase structures and is designed to increase rates in-line with anticipated inflation.

Chart of Rate Comparisons for a 5,000 Gallon Monthly Bill – Page 9

This schedule compares the proposed average user bill (5,000 gallons) to similarly sized communities across the state of Indiana. The Utility has historically been able to provide effective wastewater services with lower user rates than comparable communities, and, as presented on this schedule, will likely continue to have relatively lower user rates. By 2030, the Utility would still be near the lower end of the chart. In addition, it is likely that by 2030 that many of the communities listed will have further increased their user rates.

Overall, the Utility continues to operate efficiently with comparably low user rates. The proposed rate adjustments are the minimum needed to keep up with inflationary cost increases and regulatory requirements to run the Utility. Financial impacts to end users should continue to be minimal. Based on the proposed rate adjustments, an average user (5,000 gallons) will experience a monthly bill increase of approximately $1.00 each January 1st. Minimum users will experience an even smaller impact.

CITY OF WEST LAFAYETTE
MUNICIPAL WASTEWATER UTILITY

PRO FORMA FINANCIAL INFORMATION

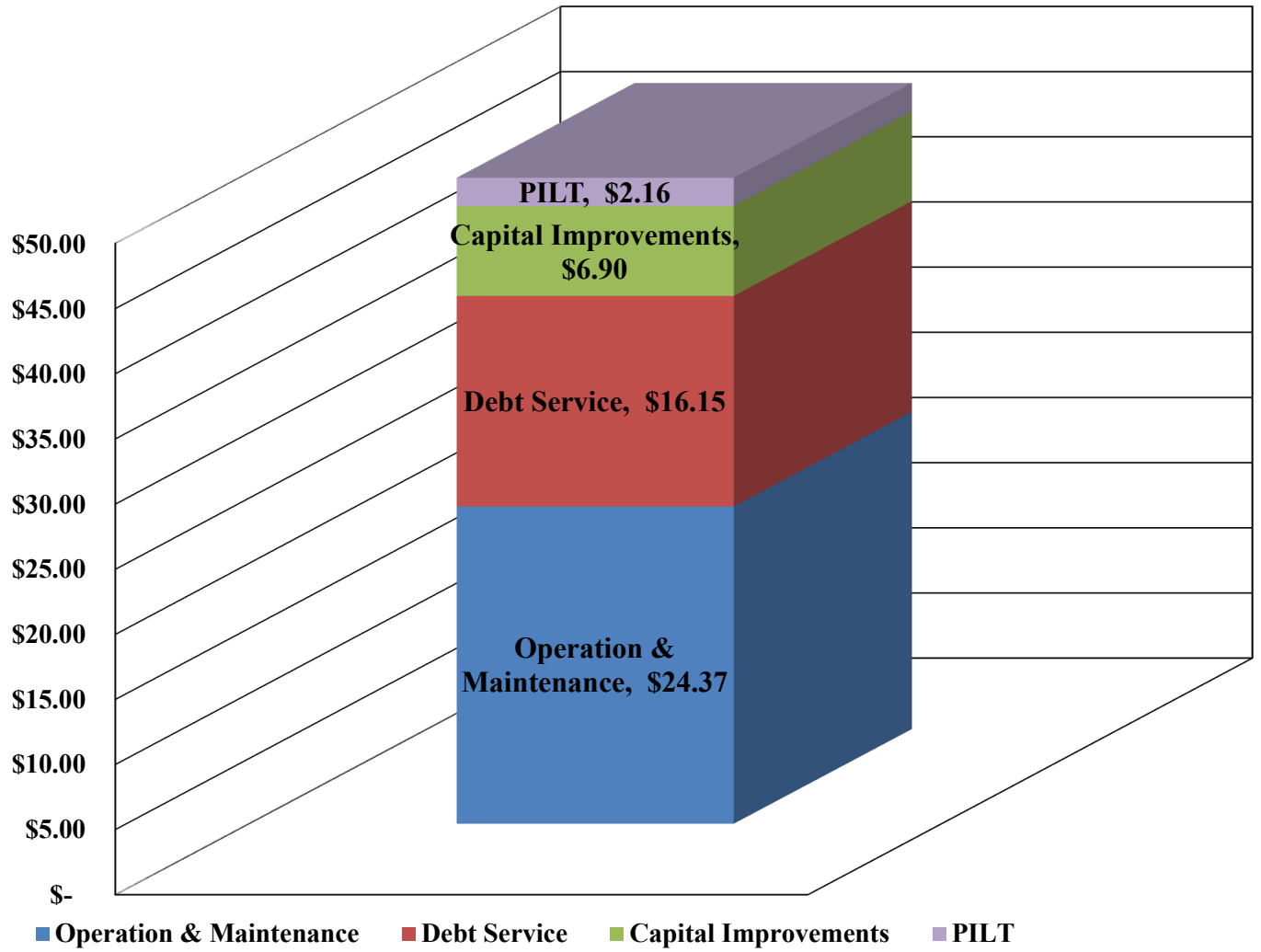
WEST LAFAYETTE WASTEWATER UTILITY

SCHEDULE OF PRO FORMA REVENUE REQUIREMENTS

	PRO FORMA
REVENUE REQUIREMENTS:	
PRO FORMA OPERATING AND MAINTENANCE EXPENDITURES (1)	$ 9,006,063
COMBINED DEBT SERVICE (2)	5,968,970
CAPITAL IMPROVEMENTS (3)	2,550,000
PAYMENT IN LIEU OF TAXES (4)	800,000
TOTAL REVENUE REQUIREMENTS	18,325,033
REVENUES AVAILABLE:	
TEST YEAR WASTEWATER USER FEES (5)	$ 10,549,482
TEST YEAR CSO SURCHARGE (5)	2,647,831
TEST YEAR STORMWATER FEES (5)	1,496,413
TEST YEAR SANITATION TRASH FEES (5)	1,350,759
TEST YEAR PENALTIES (5)	108,164
OTHER RECURRING REVENUES (6)	270,000
INTEREST INCOME (7)	588,053
TOTAL REVENUES AVAILABLE	17,010,702
REVENUE SHORTFALL	$ 1,314,331
ACROSS-THE-BOARD INCREASE PER REVENUE REQUIREMENTS	10.0%
PROPOSED ACROSS-THE BOARD INCREASE (4-PHASES)	8.2%
ESTIMATED DEBT SERVICE COVERAGE (PROPOSED)	138.8%

(1) SEE PAGE 6.
(2) SEE PAGES 18 - 27. REFLECTS THE MAXIMUM ANNUAL DEBT SERVICE ON ALL OUTSTANDING BONDS.
(3) PER THE CAPITAL IMPROVEMENTS PLAN ON PAGE 7, THE UTILTY REQUIRES APPROXIMATELY $2.5M ANNUALLY FOR PAY-GO PROJECTS.
(4) ASSUMES A $50,000 INCREASE BASED ON INCREASES TO UTILITY PLANT IN SERVICE.
(5) ASSUMED AT TEST YEAR AMOUNTS.
(6) ASSUMES AN AMOUNT EQUAL TO HISTORICAL RECEIPTS.
(7) REFLECTS HISTORICAL RETURNS ON CURRENT CASH BALANCES.

West Lafayette Wastewater Utility
Revenue Requirements for an Average Monthly Bill of $49.59 (5,000 Gallons) in 2027



WEST LAFAYETTE WASTEWATER UTILITY

SCHEDULE OF PRO FORMA OPERATING AND MAINTENANCE EXPENDITURES
BASED ON THE TEST YEAR ENDED JUNE 30, 2026

	2026 BUDGET	TEST YEAR EXPENSES	PRO FORMA ADJUSTMS.	PRO FORMA*	REF
TREATMENT PLANT:					
WAGES	$ 790,817	$ 780,867	$ 33,675	$ 814,542	(1)
INSURANCE AND BENEFITS	382,019	347,123	46,357	393,480	(1)
SUPPLIES	164,750	150,478	17,567	168,045	(2)
BULK CHEMICALS	325,500	442,494	(110,484)	332,010	(2)
SERVICES AND OTHER CHARGES	350,700	364,087	(6,373)	357,714	(2)
UTILITIES	414,500	330,879	91,911	422,790	(2)
SLUDGE REMOVAL	500,000	1,061,138	(561,138)	500,000	(3)
WASTE DISPOSAL FEES	28,000	26,321	2,239	28,560	(2)
SUB-TOTALS	2,956,286	3,503,387	(486,246)	3,017,141	
COLLECTION SYSTEM:					
WAGES	492,105	463,638	43,230	506,868	(1)
INSURANCE AND BENEFITS	309,816	257,733	61,377	319,110	(1)
SUPPLIES	36,450	46,279	(9,100)	37,179	(2)
SERVICES AND OTHER CHARGES	91,700	50,407	43,127	93,534	(2)
PROFESSIONAL SERVICES	10,000	-	10,200	10,200	(2)
UTILITIES	113,000	237,952	(122,692)	115,260	(2)
REPAIRS	75,000	156,834	(80,334)	76,500	(2)
SUB-TOTALS	1,128,071	1,212,843	(54,192)	1,158,651	
SANITATION:					
WAGES	654,493	642,482	31,646	674,128	(1)
INSURANCE AND BENEFITS	401,048	331,848	81,231	413,079	(1)
SUPPLIES	223,700	246,662	(18,488)	228,174	(2)
SERVICES AND OTHER CHARGES	150,850	156,397	(2,530)	153,867	(2)
WASTE DISPOSAL FEES	290,000	311,973	(16,173)	295,800	(2)
SUB-TOTALS	1,720,091	1,689,362	75,686	1,765,048	
STORMWATER:					
WAGES	351,975	310,604	51,930	362,534	(1)
INSURANCE AND BENEFITS	138,369	108,418	34,102	142,520	(1)
SUPPLIES	75,850	71,592	5,775	77,367	(2)
SERVICES AND OTHER CHARGES	189,900	215,695	(21,997)	193,698	(2)
PROFESSIONAL SERVICES	235,000	428,218	(188,518)	239,700	(2)
SUB-TOTALS	991,094	1,134,527	(118,708)	1,015,819	

(1) ASSUMES A 3% COST-OF-LIVING ADJUSTMENT TO 2026 BUDGETED AMOUNTS. BUDGETED AMOUNTS ARE PER THE APPROVED 2026 SALARIES AND WAGES ORDINANCE.
(2) ASSUMES A 2% INFLATIONARY ADJUSTMENT TO 2026 BUDGETED AMOUNTS.
(3) ASSUMES AN AMOUNT EQUAL TO BUDGETED 2026 AMOUNTS. TEST YEAR INCLUDES ONE-TIME EXPENSES OF SLUDGE REMOVAL FOR LAGOON IMPROVEMENTS.
* SEE GENERAL COMMENTS AND NOTES FOR ADDITIONAL DETAILS.

WEST LAFAYETTE WASTEWATER UTILITY

SCHEDULE OF PRO FORMA OPERATING AND MAINTENANCE EXPENDITURES
BASED ON THE TEST YEAR ENDED JUNE 30, 2026
(CONTINUED)

	2026 BUDGET	TEST YEAR EXPENSES	PRO FORMA ADJUSTMS.	PRO FORMA*	
CUSTOMER ACCOUNTS					
WAGES	$ 73,119	$ 70,087	$ 5,226	$ 75,313	(1)
INSURANCE AND BENEFITS	48,828	40,471	9,822	50,293	(1)
SUPPLIES	59,250	67,694	(7,259)	60,435	(2)
SERVICES AND OTHER CHARGES	153,600	124,708	31,964	156,672	(2)
SUB-TOTALS	334,797	302,960	39,753	342,713	
ADMINISTRATION AND GENERAL					
UTILITY ADMINISTRATION WAGES	356,843	354,457	13,091	367,548	(1)
UTILITY ADMINISTRATION INS/BENEFITS	150,245	138,886	15,866	154,752	(1)
CITY ADMINISTRATION WAGES	595,404	548,089	65,177	613,266	(1)
CITY ADMINISTRATION INS/BENFITS	257,155	214,020	50,850	264,870	(1)
SUPPLIES	7,700	6,212	1,642	7,854	(2)
SERVICES AND OTHER CHARGES	102,550	96,225	8,376	104,601	(2)
PROFESSIONAL SERVICES	190,000	286,359	(92,559)	193,800	(2)
SUB-TOTALS	1,659,897	1,644,248	62,443	1,706,691	
TOTAL OPERATION AND MAINTENANCE EXPENSE	$ 8,790,236	$ 9,487,327	$ (481,264)	$ 9,006,063	

(1) ASSUMES A 3% COST-OF-LIVING ADJUSTMENT TO 2026 BUDGETED AMOUNTS. BUDGETED AMOUNTS ARE PER THE APPROVED 2026 SALARIES AND WAGES ORDINANCE.
(2) ASSUMES A 2% INFLATIONARY ADJUSTMENT TO 2026 BUDGETED AMOUNTS.
(3) ASSUMES AN AMOUNT EQUAL TO BUDGETED 2026 AMOUNTS. TEST YEAR INCLUDES ONE-TIME EXPENSES OF SLUDGE REMOVAL FOR LAGOON IMPROVEMENTS.
* SEE GENERAL COMMENTS AND NOTES FOR ADDITIONAL DETAILS.

CITY OF WEST LAFAYETTE WASTEWATER UTILITY

CAPITAL IMPROVEMENTS PLAN

	2026	2027	2028	2029	2030	CUMULATIVE TOTALS
LIFT STATION:						
N RIVER ROAD LIFT STATION PUMP AND GENERATOR REPLACEMENT	$ 300,000					$ 300,000
LEVEE LIFT STATION IMPROVEMENTS	500,000	$ 500,000				1,000,000
WINDING RIDGE LIFT STATION IMPROVEMENTS		420,000	$ 400,000			820,000
KALBERER LIFT STATION IMPROVEMENTS		400,000	398,000			798,000
NORTH SIDE REGIONAL LIFT STATION CONSTRUCTION*	3,100,000					3,100,000
MISCELLANEOUS LIFT STATION PROJECTS/ALLOWANCES				$ 200,000	$ 200,000	400,000
COLLECTION SYSTEM:						
SEWER LINING	250,000			250,000		500,000
TREATMENT PLANT IMPROVEMENTS:						
PLANT CAPACITY EXPANSION PROJECT*	90,000,000					90,000,000
STORMWATER & DRAINAGE:						
HAPPY HOLLOW PARK EROSION PHASE II	54,000	78,000	28,000			160,000
BOES DITCH IMPROVEMENTS	600,000					600,000
CELERY BOG OUTLET STRUCTURE REPLACEMENT	500,000					500,000
CUMBERLAND AVENUE IMPROVEMENTS	75,000	75,000	271,000			421,000
MCCORMICK ROAD CULVERT REPLACEMENT						-
ARBOR CHASE OUTLET IMPROVEMENTS						-
SOLDIERS HOME ROAD PHASE 1 (Old US 52 to Hamilton St)	75,000	75,000	100,000	100,000		350,000
SOLDIERS HOME ROAD PHASE 2 (Hamilton St to Kalberer Rd)	75,000	75,000	75,000	75,000	100,000	400,000
MCCORMICK ROAD RECONSTRUCTION	125,000	100,000				225,000
NORTHWESTERN AVENUE RECONSTRUCTION				50,000	100,000	150,000
STORMWATER CONSTRUCTION CONTRACT (CBBEL)	134,160					134,160
OTHER STORMWATER PROJECTS AND ALLOWANCE	25,000	100,000	250,000	100,000	250,000	725,000
EQUIPMENT REPLACEMENT:						
WASTEWATER GENERAL	325,000	365,000	325,000	230,000	295,000	1,540,000
STORMWATER	330,000	345,000	345,000	345,000	345,000	1,710,000
SANITATION	373,000	373,000	373,000	473,000	373,000	1,965,000
SUB TOTALS	96,841,160	2,906,000	2,565,000	1,823,000	1,663,000	105,798,160
LESS FUTURE BONDS, GRANTS AND CONSTRUCTION FUNDS*	(93,100,000)	-	-	-	-	(93,100,000)
NET TOTALS	$ 3,741,160	$ 2,906,000	$ 2,565,000	$ 1,823,000	$ 1,663,000	$ 12,698,160

* **FOR PURPOSES OF THIS RATE STUDY, IT IS ASSUMED THAT FUTURE FLOWS WILL PROVIDE THE NECESSARY REVENUES TO SUPPORT THE DEBT SERVICE REQUIREMENTS ON THE PROPOSED 2026 BONDS.**

WEST LAFAYETTE WASTEWATER UTILITY

SCHEDULE OF PROPOSED WASTEWATER RATES AND CHARGES

		OPTION 1	OPTION 2			
	CURRENT (1)	SINGLE-PHASE	PHASE I	PHASE II	PHASE III	PHASE IV
EFFECTIVE DATE	***1/1/2026***	***1/1/2027***	***1/1/2027***	***1/1/2028***	***1/1/2029***	***1/1/2030***
RATE INCREASE	***2.0%***	***8.2%***	***2.0%***	***2.0%***	***2.0%***	***2.0%***
FLOW RATE CHARGE						
PER 1,000 GALLONS - EXCEPT PURDUE	$ 7.36	$ 7.97	$ 7.51	$ 7.66	$ 7.81	$ 7.97
PER 1,000 GALLONS - PURDUE	7.01	7.59	7.15	7.29	7.44	7.59
MINIMUM TOTAL MONTHLY CHARGE*						
5/8" WATER METER (3,000 GAL)	$ 22.08	$ 23.91	$ 22.53	$ 22.98	$ 23.43	$ 23.91
3/4" WATER METER (4,000 GAL)	29.44	31.88	30.04	30.64	31.24	31.88
1" WATER METER (7,000 GAL)	51.52	55.79	52.57	53.62	54.67	55.79
1 1/4" WATER METER (12,000 GAL)	88.32	95.64	90.12	91.92	93.72	95.64
1 1/2" WATER METER (15,000 GAL)	110.40	119.55	112.65	114.90	117.15	119.55
2" WATER METER (24,000 GAL)	176.64	191.28	180.24	183.84	187.44	191.28
3" WATER METER (45,000 GAL)	331.20	358.65	337.95	344.70	351.45	358.65
4" WATER METER (75,000 GAL)	552.00	597.75	563.25	574.50	585.75	597.75
6" WATER METER (150,000 GAL)	1,104.00	1,195.50	1,126.50	1,149.00	1,171.50	1,195.50
8" WATER METER (240,000 GAL)	1,766.40	1,912.80	1,802.40	1,838.40	1,874.40	1,912.80
10" WATER METER (345,000 GAL)	2,539.20	2,749.65	2,590.95	2,642.70	2,694.45	2,749.65
12" WATER METER (645,000 GAL)	4,747.20	5,140.65	4,843.95	4,940.70	5,037.45	5,140.65
UNMETERED RESIDENTIAL						
PER MONTH (8,000 GAL)	$ 58.96	$ 63.76	$ 60.08	$ 61.28	$ 62.48	$ 63.76
PURDUE UNIVERSITY						
MONTHLY BILLING CHARGE	$ 5.66	$ 6.13	$ 5.77	$ 5.89	$ 6.01	$ 6.13
CSO SURCHARGE - ALL CUSTOMERS						
5/8" - 3/4" METER 1.0 EDUs	$ 11.80	$ 12.78	$ 12.04	$ 12.28	$ 12.53	$ 12.78
1" METER 2.5 EDUs	29.50	31.95	30.10	30.70	31.33	31.95
1 1/4" METER 4.0 EDUs	47.20	51.12	48.16	49.12	50.12	51.12
1 1/2" METER 5.8 EDUs	68.44	74.12	69.83	71.22	72.67	74.12
2" METER 10.0 EDUs	118.00	127.80	120.40	122.80	125.30	127.80
3" METER 23.0 EDUs	271.40	293.94	276.92	282.44	288.19	293.94
4" METER 40.0 EDUs	472.00	511.20	481.60	491.20	501.20	511.20
6" METER 91.0 EDUs	1,073.80	1,162.98	1,095.64	1,117.48	1,140.23	1,162.98
8" METER 161.8 EDUs	1,909.24	2,067.80	1,948.07	1,986.90	2,027.35	2,067.80
10" METER 252.8 EDUs	2,983.04	3,230.78	3,043.71	3,104.38	3,167.58	3,230.78
12" METER 364.0 EDUs	4,295.20	4,651.92	4,382.56	4,469.92	4,560.92	4,651.92

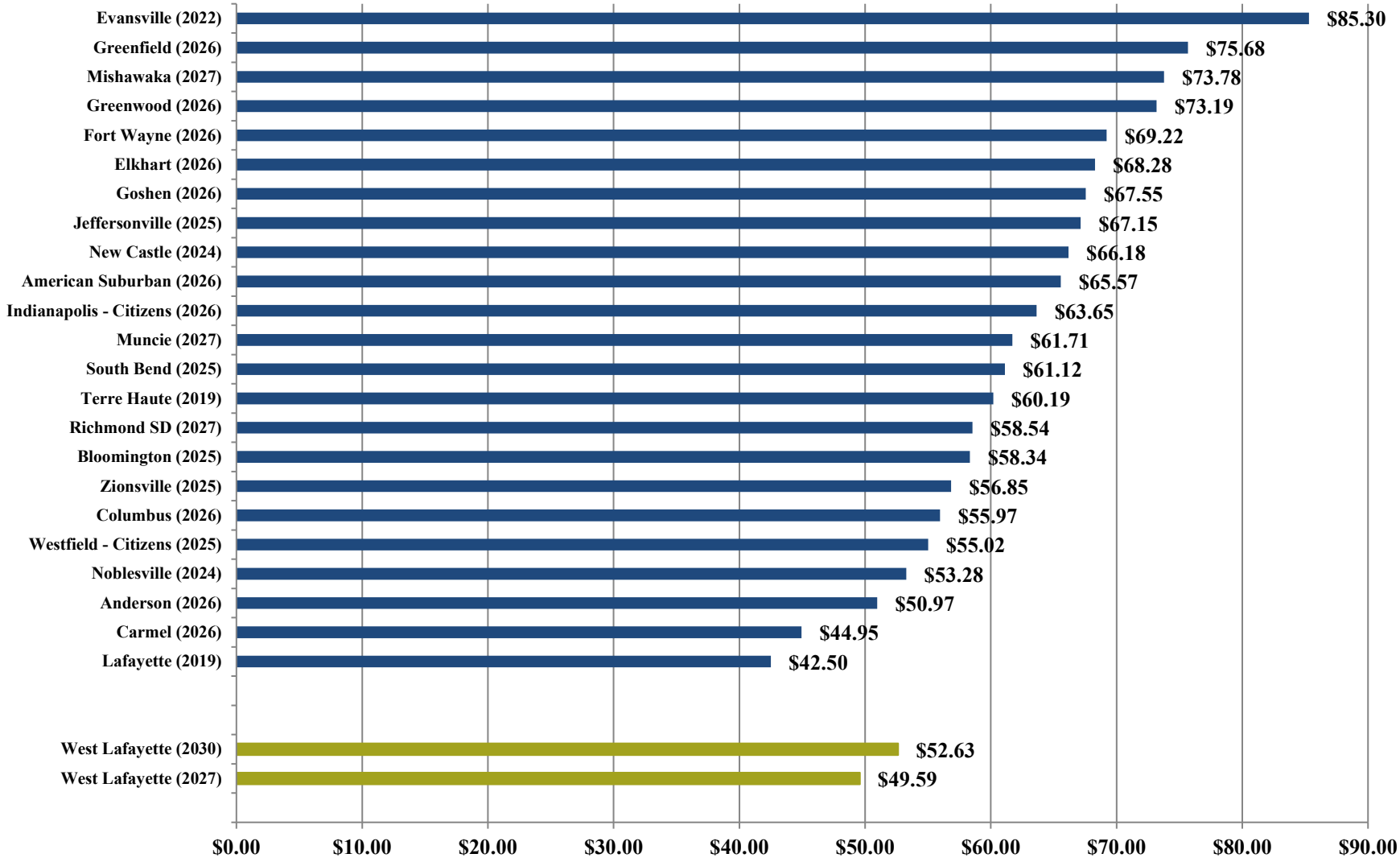
SYSTEM DEVELOPMENT CHARGES	CURRENT FEES	PROPOSED SYSTEM DEVELOPMENT CHARGES (2)				
5/8" - 3/4" METER	$ 400.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
1" METER	560.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
1 1/2" METER	1,040.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
2" METER	1,340.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
3" METER	1,800.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
4" METER	2,260.00	62,500.00	62,500.00	62,500.00	62,500.00	62,500.00
6" METER	2,540.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
8" METER	N/A	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
10" METER	N/A	287,500.00	287,500.00	287,500.00	287,500.00	287,500.00
12" METER	N/A	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
SOLID WASTE REMOVAL (3)						
MONTHLY RESIDENTIAL CHARGE	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00
MONTHLY DUMPSTER CHARGE	64.00	64.00	64.00	64.00	64.00	64.00
STORMWATER (4)						
PER ERU	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00

* DOLLAR AMOUNTS FOR MINIMUM CHARGES ON PURDUE CONNECTIONS ARE BASED UPON SAME GALLONS APPLIED TO PURDUE FLOW RATES.

(1) WASTEWATER RATES ARE PER ORDINANCE NO. 03-22 APPROVED ON JANUARY 4, 2022.
(2) SYSTEM DEVELOPMENT CHARGES ARE PROPOSED AS PER ORDINANCE NO. 12-2026.
(3) TRASH RATES AND CHARGES AS APPROVED ON MAY 6, 2013 AND EFFECTIVE JULY 1, 2013.
(4) STORMWATER RATES AS APPROVED ON FEBRUARY 4, 2013 AND EFFECTIVE JANUARY 1, 2014.

West Lafayette Wastewater Rate Comparisons

Rate Comparisons for a 5,000 Gallon Monthly Bill



CITY OF WEST LAFAYETTE
MUNICIPAL WASTEWATER UTILITY

HISTORICAL FINANCIAL INFORMATION

WEST LAFAYETTE WASTEWATER UTILITY

STATEMENTS OF NET POSITION

	6/30/2026	12/31/2025	12/31/2024
ASSETS			
CURRENT AND ACCRUED ASSETS:			
OPERATING FUND	$ 1,239,438.82	$ 1,104,351.65	$ 1,487,951.75
STORMWATER OPERATING FUND	6,118,335.83	5,685,936.74	5,852,962.70
ACCOUNTS RECEIVABLE - WASTEWATER	1,021,181.75	953,968.54	1,289,218.05
ACCOUNTS RECEIVABLE - STORMWATER	86,079.64	79,605.43	117,396.62
ACCOUNTS RECEIVABLE - SANITATION	98,660.27	99,159.73	110,532.54
ACCOUNTS RECEIVABLE - LIENS	9,947.83	35,280.22	419,359.04
OTHER ACCOUNTS RECEIVABLE	8,291.59	8,288.08	17,092.73
ACCRUED INTEREST RECEIVABLE	-	88,054.21	125,258.04
INVENTORY	138,439.77	142,045.41	154,130.92
TOTAL CURRENT AND ACCRUED ASSETS	8,720,375.50	8,196,690.01	9,573,902.39
NON-CURRENT ASSETS:			
RESTRICTED ASSETS:			
IMPROVEMENT FUND	62,316.62	1,659,726.58	2,000,000.00
BOND AND INTEREST FUND	1,970,807.96	2,480,307.28	2,737,219.33
DEBT SERVICE RESERVE FUND	7,410,625.24	7,267,047.57	6,800,630.73
CONSTRUCTION FUND	26,265,292.90	31,671,602.24	34,556,463.04
TOTAL RESTRICTED ASSETS	35,709,042.72	43,078,683.67	46,094,313.10
CAPITAL ASSETS:			
LAND	635,619.90	635,619.90	604,119.90
INFRASTRUCTURE	91,736,082.78	91,722,032.78	87,926,722.93
BUILDINGS	39,301,732.08	39,293,116.67	39,293,116.67
IMPROVEMENTS OTHER THAN BUILDINGS	2,662,076.74	1,739,765.64	107,036.56
MACHINERY & EQUIPMENT	13,031,122.51	13,124,768.02	11,215,266.88
ACCUMULATED DEPRECIATION	(58,682,737.77)	(57,359,793.97)	(54,908,996.46)
CONSTRUCTION IN PROGRESS	31,012,709.31	26,364,317.95	10,385,820.31
NET CAPITAL ASSETS	119,696,605.55	115,519,826.99	94,623,086.79
TOTAL ASSETS	164,126,023.77	166,795,200.67	150,291,302.28
DEFERRED OUTFLOWS OF RESOURCES:			
DEFERRED LOSSES ON REFUNDING	56,957.99	56,957.99	43,095.22
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 164,182,981.76	$ 166,852,158.66	$ 150,334,397.50

WEST LAFAYETTE WASTEWATER UTILITY

STATEMENTS OF NET POSITION
(CONTINUED)

	6/30/2026	12/31/2025	12/31/2024
LIABILITIES AND NET POSITION			
CURRENT AND ACCRUED LIABILITIES:			
ACCOUNTS PAYABLE	$ 353,064.22	$ 107,420.52	$ 523,150.14
ACCRUED WAGES AND BENEFITS PAYABLE	128,119.14	128,119.14	115,655.12
COMPENSATED ABSENCES	341,725.89	341,725.89	427,512.92
ACCRUED INTEREST PAYABLE	720,456.45	352,718.67	61,122.75
CAPITAL LEASE OBLIGATIONS	403,254.77	403,254.77	286,979.84
CURRENT PORTION OF LONG-TERM DEBT:			
2012 SRF BONDS	250,000.00	250,000.00	245,000.00
2014 BONDS	335,000.00	260,000.00	250,000.00
2014 REFUNDING BONDS	-	1,939,000.00	1,896,000.00
2014B SRF BONDS	135,000.00	135,000.00	135,000.00
2016 BONDS	-	-	700,000.00
2017 REFUNDING BONDS	755,000.00	730,000.00	715,000.00
2025 REFUNDING BONDS	825,000.00	825,000.00	-
TOTAL CURRENT AND ACCRUED LIABILITIES	4,246,620.47	5,472,238.99	5,355,420.77
NON-CURRENT LIABILITIES:			
NET PENSION OBLIGATION	15,385.50	15,385.50	15,385.50
CAPITAL LEASE OBLIGATIONS	137,675.25	540,793.38	122,817.55
2012 SRF BONDS	1,850,000.00	1,850,000.00	2,100,000.00
2014 BONDS	725,000.00	1,060,000.00	1,320,000.00
2014 REFUNDING BONDS	-	-	1,939,000.00
2014B SRF BONDS	1,195,000.00	1,195,000.00	1,330,000.00
2016 BONDS	-	-	14,625,000.00
2017 REFUNDING BONDS	790,000.00	1,545,000.00	2,275,000.00
2022 BONDS	7,630,000.00	7,630,000.00	7,630,000.00
2024 BONDS	31,440,000.00	31,440,000.00	31,440,000.00
2025 IBB BONDS	10,000,000.00	10,000,000.00	-
2025 REFUNDING BONDS	12,345,000.00	13,170,000.00	-
2025 BANS	8,100,000.00	8,100,000.00	-
TOTAL NON-CURRENT LIABILITIES	74,228,060.75	76,546,178.88	62,797,203.05
TOTAL LIABILITIES	78,474,681.22	82,018,417.87	68,152,623.82
DEFERRED INFLOW OF RESOURCES	5,980,615.03	6,006,662.83	5,701,692.83
TOTAL LIABILITIES AND DEFERRRED INFLOW OF RESOURCES	$ 84,455,296.25	$ 88,025,080.70	$ 73,854,316.65
NET POSITION			
INVESTMENT IN CAPITAL ASSETS	$ 63,122,311.39	$ 60,168,676.24	$ 56,511,154.83
RESTRICTED	8,723,293.37	11,054,362.76	11,476,727.31
UNRESTRICTED	7,882,080.75	7,604,038.96	8,492,198.71
TOTAL NET POSITION	$ 79,727,685.51	$ 78,827,077.96	$ 76,480,080.85

WEST LAFAYETTE WASTEWATER UTILITY

STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN NET POSITION
FOR THE TWELVE MONTHS ENDED

	6/30/2026	12/31/2025	12/31/2024
OPERATING REVENUES:			
WASTEWATER USER FEES	$ 10,549,482.26	$ 10,547,386.28	$ 10,046,607.44
CSO SURCHARGE	2,647,830.81	2,674,704.13	2,533,539.64
STORMWATER FEES	1,496,413.30	1,506,060.91	1,465,120.55
SANITATION TRASH FEES	1,350,758.83	1,326,922.85	1,339,832.15
PENALTIES	108,164.41	124,194.88	71,148.09
RECYCLABLE SALES	1,966.60	2,894.00	4,608.80
TOTERS AND BINS	59,320.36	51,823.27	51,731.86
OTHER OPERATING REVENUE	327,346.92	241,914.53	245,732.87
TOTAL OPERATING REVENUES	16,541,283.49	16,475,900.85	15,758,321.40
OPERATING EXPENSES:			
TREATMENT PLANT	3,503,386.84	3,208,306.13	2,714,846.60
COLLECTION SYSTEM	1,212,844.40	1,064,781.14	1,149,009.89
SANITATION	1,689,362.64	1,605,162.70	1,373,744.57
STORM WATER	1,134,527.28	1,036,581.95	842,441.00
CUSTOMER ACCOUNTS	302,959.31	329,175.44	268,669.00
ADMINISTRATION AND GENERAL	1,644,247.38	1,746,608.26	1,509,204.95
SUB-TOTAL	9,487,327.85	8,990,615.62	7,857,916.01
DEPRECIATION	3,300,000.00	3,300,000.00	3,094,495.92
TOTAL OPERATING EXPENSES	12,787,327.85	12,290,615.62	10,952,411.93
NET OPERATING INCOME	3,753,955.64	4,185,285.23	4,805,909.47
NON-OPERATING REVENUES (EXPENSES):			
INTEREST INCOME	1,930,495.16	1,087,993.66	1,033,137.15
TAP FEES	195,947.34	221,495.15	200,484.55
MISCELLANEOUS NON-OPERATING REVENUE (EXPENSE)	159,283.54	18,012.25	318,368.00
GAIN/LOSS ON SALE OF ASSETS	(80,553.72)	48,854.60	17,700.00
PAYMENT IN LIEU OF TAXES	(750,000.00)	(750,000.00)	(750,000.00)
BOND ISSUE EXPENSES	(484,491.90)	(711,555.60)	(242,417.65)
CAPITAL LEASE INTEREST	(69,723.98)	(48,372.67)	(29,808.47)
INTEREST ON OUTSTANDING BONDS AND BANS	(4,370,927.05)	(3,311,228.15)	(1,319,266.96)
NET AMORTIZATION	338,565.03	338,565.03	151,154.45
REIMBURSEMENT FROM NON-WASTEWATER FUNDS	-	-	343,249.04
TOTAL NON-OPERATING REVENUES (EXPENSES)	(3,131,405.58)	(3,106,235.73)	(277,399.89)
NET INCOME	622,550.06	1,079,049.50	4,528,509.58
CHANGE IN NET POSITION	622,550.06	1,079,049.50	4,528,509.58
PRIOR PERIOD ADJUSTMENTS*	(331,153.42)	1,267,947.61	-
NET POSITION - BEGINNING	79,436,288.87	76,480,080.85	71,951,571.27
NET POSITION - ENDING	$ 79,727,685.51	$ 78,827,077.96	$ 76,480,080.85

* Prior Period Adjustments are related to capital asset adjustments/corrections; primarily for lease purchases as well as cash purchases of vehicles and major equipment.

WEST LAFAYETTE WASTEWATER UTILITY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED

	6/30/2026	12/31/2025	12/31/2024
CASH FLOW FROM OPERATIONS:			
CASH RECEIVED FROM CUSTOMERS	$ 17,084,141.01	$ 17,290,401.66	$ 15,844,359.39
CASH PAID TO EMPLOYEES, SUPPLIERS AND OTHERS	(9,003,217.43)	(9,175,986.82)	(7,514,037.50)
INTEREST INCOME	1,930,495.16	1,087,993.66	1,033,137.15
NET CASH FROM OPERATING ACTIVITIES	10,011,418.74	9,202,408.50	9,363,459.04
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
PAYMENT IN LIEU OF TAXES	(750,000.00)	(750,000.00)	(750,000.00)
BOND ISSUANCE EXPENSE	(484,491.90)	(711,555.60)	(242,417.65)
NET CASH FROM NONCAPITAL FINANCING ACTIVITIES	(1,234,491.90)	(1,461,555.60)	(992,417.65)
CASH FLOWS FROM CAPITAL AND FINANCING ACTIVITIES:			
ACQUISITION AND CONSTRUCTION OF CAPITAL ASSETS	(21,161,912.91)	(22,030,735.50)	(2,144,307.53)
BOND PROCEEDS - 2024 BONDS	-	-	34,512,929.10
BOND PROCEEDS - 2025 BONDS	-	10,000,000.00	-
BOND PROCEEDS - 2025 REFUNDING BONDS	15,058,097.10	15,058,097.10	-
BOND PROCEEDS - 2025 BANS	8,100,000.00	8,100,000.00	-
PRINCIPAL PAID ON 2012 REVENUE BONDS	(245,000.00)	(245,000.00)	(240,000.00)
PRINCIPAL PAID ON 2014 REVENUE BONDS	(250,000.00)	(250,000.00)	(245,000.00)
PRINCIPAL PAID ON 2014 REFUNDING REVENUE BONDS	(1,896,000.00)	(1,896,000.00)	(1,860,000.00)
PRINCIPAL PAID ON 2014B REVENUE BONDS	(135,000.00)	(135,000.00)	(130,000.00)
PRINCIPAL PAID ON 2016 REVENUE BONDS	(700,000.00)	(700,000.00)	(675,000.00)
PRINCIPAL PAID ON 2017 REFUNDING REVENUE BONDS	(715,000.00)	(715,000.00)	(690,000.00)
INTEREST PAID ON 2012 REVENUE BONDS	(33,337.50)	(33,337.50)	(36,975.00)
INTEREST PAID ON 2014 REVENUE BONDS	(38,148.00)	(38,148.00)	(44,682.00)
INTEREST PAID ON 2014 REFUNDING REVENUE BONDS	(63,514.00)	(63,514.00)	(104,830.00)
INTEREST PAID ON 2014B REVENUE BONDS	(29,347.50)	(29,347.50)	(32,130.00)
INTEREST PAID ON 2016 REVENUE BONDS	(645,150.00)	(645,150.00)	(672,650.04)
INTEREST PAID ON 2017 REFUNDING BONDS	(101,724.96)	(101,724.96)	(122,799.96)
INTEREST PAID ON 2022 BONDS	(305,199.96)	(305,199.96)	(305,199.96)
INTEREST PAID ON 2024 BONDS	(1,694,266.67)	(1,694,266.67)	-
INTEREST PAID ON 2025 BONDS	(259,140.56)	(259,140.56)	-
INTEREST PAID ON 2025 REFUNDING BONDS	(141,399.00)	(141,399.00)	-
PRINCIPAL PAID ON CAPITAL LEASES	(547,370.08)	(485,531.36)	(313,495.29)
INTEREST PAID ON CAPITAL LEASES	(69,723.98)	(48,372.67)	(29,808.47)
PAYMENT TO ESCROW FOR 2016 BOND REFUNDING	(14,809,661.00)	(14,809,661.00)	-
TAP FEES COLLECTED	195,947.34	221,495.15	200,484.55
MISCELLANEOUS NON-OPERATION REVENUE (EXPENSE)	159,283.54	(60,171.96)	46,509.50
REIMBURSEMENT FROM CITY FUNDS	-	-	343,249.04
NET CASH FROM CAPITAL AND FINANCING ACTIVITIES	(20,327,568.14)	(11,307,108.39)	27,456,293.94
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(11,550,641.30)	(3,566,255.49)	35,827,335.33
CASH, BEGINNING OF YEAR	54,617,458.67	53,435,227.55	17,607,892.22
CASH, END OF YEAR	$ 43,066,817.37	$ 49,868,972.06	$ 53,435,227.55

WEST LAFAYETTE WASTEWATER UTILITY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED
(CONTINUED)

	6/30/2026	12/31/2025	12/31/2024
RECONCILIATION OF NET OPERATING INCOME TO CASH PROVIDED FROM OPERATIONS:			
NET OPERATING REVENUES	$ 3,753,955.64	$ 4,185,285.23	$ 4,805,909.47
INTEREST INCOME	1,930,495.16	1,087,993.66	1,033,137.15
ADJUSTMENTS TO RECONCILE NET OPERATING REVENUES TO NET CASH PROVIDED BY OPERATIONS :			
DEPRECIATION	3,300,000.00	3,300,000.00	3,094,495.92
(INCREASE) DECREASE IN:			
ACCOUNTS RECEIVABLE - WASTEWATER	289,921.06	335,249.51	379,012.47
ACCOUNTS RECEIVABLE - STORMWATER	-	37,791.19	38,028.99
ACCOUNTS RECEIVABLE - SANITATION	2,096.66	11,372.81	54,195.15
ACCOUNTS RECEIVABLE - LIENS	197,945.04	384,078.82	(271,563.41)
OTHER ACCOUNTS RECEIVABLE	52,894.76	8,804.65	(12,347.85)
ACCRUED INTEREST RECEIVABLE	-	37,203.83	(101,287.36)
INVENTORY	6,486.49	12,085.51	4,977.31
INCREASE (DECREASE) IN:			
ACCOUNTS PAYABLE	353,064.22	(415,729.62)	190,366.57
ACCRUED WAGES AND BENEFITS PAYABLE	12,464.02	12,464.02	(34,617.22)
COMPENSATED ABSENCES	(85,787.03)	(85,787.03)	162,864.89
ACCRUED INTEREST PAYABLE	197,882.72	291,595.92	20,286.96
NET CASH PROVIDED FROM OPERATIONS	$ 10,011,418.74	$ 9,202,408.50	$ 9,363,459.04

CITY OF WEST LAFAYETTE
MUNICIPAL WASTEWATER UTILITY

SUPPLEMENTAL INFORMATION

CITY OF WEST LAFAYETTE WASTEWATER UTILITY

DETAIL OF OPERATION AND MAINTENANCE EXPENSES
FOR THE TWELVE MONTHS ENDED

	6/30/2026	12/31/2025	12/31/2024
TREATMENT PLANT			
WAGES	$ 780,866.90	$ 817,043.23	$ 749,049.48
INSURANCE AND BENEFITS	347,123.01	346,029.88	392,444.98
SUPPLIES	150,477.58	188,687.73	155,269.85
BULK CHEMICALS	442,493.83	387,135.11	311,775.44
SERVICES AND OTHER CHARGES	364,087.16	340,318.60	324,893.04
UTILITIES	330,879.28	476,956.83	290,346.48
SLUDGE REMOVAL	1,061,137.66	622,346.27	466,261.82
WASTE DISPOSAL FEES	26,321.42	29,788.48	24,805.51
TREATMENT PLANT TOTALS	3,503,386.84	3,208,306.13	2,714,846.60
COLLECTION SYSTEM			
WAGES	463,638.09	484,947.35	472,895.19
INSURANCE AND BENEFITS	257,733.40	262,118.44	277,284.86
SUPPLIES	46,279.42	36,474.02	34,589.81
SERVICES AND OTHER CHARGES	50,407.47	61,433.66	151,933.28
PROFESSIONAL SERVICES	-	-	15,697.06
UTILITIES	237,952.22	77,739.11	70,146.71
REPAIRS	156,833.80	142,068.56	126,462.98
COLLECTION SYSTEM TOTALS	1,212,844.40	1,064,781.14	1,149,009.89
SANITATION			
WAGES	642,481.82	651,219.80	472,714.03
INSURANCE AND BENEFITS	331,847.90	348,054.41	313,546.00
SUPPLIES	246,662.02	223,391.22	206,892.14
SERVICES AND OTHER CHARGES	156,397.48	105,476.03	99,762.75
WASTE DISPOSAL FEES	311,973.42	277,021.24	280,829.65
SANITATION TOTALS	1,689,362.64	1,605,162.70	1,373,744.57
STORMWATER			
WAGES	310,604.20	326,542.56	265,739.33
INSURANCE AND BENEFITS	108,417.72	113,621.23	128,704.43
SUPPLIES	71,592.32	84,153.35	55,869.66
SERVICES AND OTHER CHARGES	215,695.41	195,815.93	102,154.93
PROFESSIONAL SERVICES	428,217.63	316,448.88	289,972.65
STORMWATER TOTALS	1,134,527.28	1,036,581.95	842,441.00

CITY OF WEST LAFAYETTE WASTEWATER UTILITY

DETAIL OF OPERATION AND MAINTENANCE EXPENSES
FOR THE TWELVE MONTHS ENDED
(CONTINUED)

	6/30/2026	12/31/2025	12/31/2024
CUSTOMER ACCOUNTS			
WAGES	$ 70,086.78	$ 84,430.27	$ 18,561.94
INSURANCE AND BENEFITS	40,471.20	44,071.99	18,716.89
SUPPLIES	67,693.70	64,213.63	55,150.31
SERVICES AND OTHER CHARGES	124,707.63	136,459.55	176,239.86
CUSTOMER ACCOUNTS TOTALS	302,959.31	329,175.44	268,669.00
ADMINISTRATION AND GENERAL			
UTILITY ADMINISTRATION WAGES	354,456.63	364,504.14	344,147.09
UTILITY ADMINISTRATION INS/BENS	138,886.03	137,152.87	155,043.56
CITY ADMINISTRATION WAGES	548,088.73	562,725.99	534,642.10
CITY ADMINISTRATION INS/BENS	214,020.00	206,887.48	260,872.14
SUPPLIES	6,212.31	4,658.49	8,297.00
SERVICES AND OTHER CHARGES	96,224.68	91,365.38	86,016.04
PROFESSIONAL SERVICES	286,359.00	379,313.91	120,187.02
ADMINISTRATION AND GENERAL TOTALS	1,644,247.38	1,746,608.26	1,509,204.95
TOTAL OPERATION AND MAINTENANCE EXPENSE	$ 9,487,327.85	$ 8,990,615.62	$ 7,857,916.01

WEST LAFAYETTE WASTEWATER UTILITY

COMPARISON OF ACCOUNT BALANCES WITH REQUIRED RESERVES

	BALANCE AT 6/30/2026	MINIMUM RESERVES REQUIRED		AVAILABLE FOR TRANSFER/ (SHORTFALL)
OPERATING FUND	$ 1,239,438.82	$ 1,392,133.43	(1)	$ (152,694.61)
STORMWATER FUND	6,118,335.83	189,087.88	(2)	5,929,247.95
BOND & INTEREST FUND	1,970,807.96	1,914,498.50	(3)	56,309.46
DEBT SERVICE RESERVE FUND	7,410,625.24	5,968,969.50	(4)	1,441,655.74
IMPROVEMENT FUND	62,316.62	-	(5)	62,316.62
CONSTRUCTION FUND	26,265,292.90	26,265,292.90	(6)	-
TOTALS	$ 43,066,817.37	$ 35,729,982.21		$ 7,336,835.16

(1) AN AMOUNT EQUAL TO TWO MONTHS OPERATING EXPENSES FOR WASTEWATER ACTIVITY.

(2) AN AMOUNT EQUAL TO TWO MONTHS OPERATING EXPENSES FOR STORMWATER ACTIVITY.

(3) AMOUNT EQUAL TO THE REQUIRED BALANCE PER THE TRANSFER SCHEDEULES. THE UTILITY MAKES MONTHLY TRANSFERS IN THE AMOUNT OF 1/6 OF THE NEXT INTEREST PAYMENT AND 1/12 OF THE NEXT PRINCIPAL PAYMENT.

(4) AN AMOUNT EQUAL TO THE MAXIMUM ANNUAL COMBINED DEBT SERVICE ON ALL OUTSTANDING PARITY BONDS.

(5) NO RESTRICTIONS ON TRANSFERS FROM THESE FUNDS WHICH ARE BOARD DESIGNATED FOR FUTURE PLANT EXPANSION AND IMPROVEMENTS, REPLACEMENTS AND EXTENSION OF THE SEWAGE WORKS.

(6) NOT AVAILABLE FOR TRANSFER; FUNDS ARE RESTRICTED FOR CAPITAL PROJECTS RELATED TO THE ISSUANCE ON THE 2016 BOND.

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$2,100,000 SEWAGE WORKS REVENUE BONDS OF 2012

DATED OCTOBER 31, 2012

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 2,100,000	1.50%	$ 250,000	$ 15,750.00	$ 265,750.00	$ 265,750.00
1/1/2027				13,875.00	13,875.00	
7/1/2027	1,850,000	1.50%	255,000	13,875.00	268,875.00	282,750.00
1/1/2028				11,962.50	11,962.50	
7/1/2028	1,595,000	1.50%	255,000	11,962.50	266,962.50	278,925.00
1/1/2029				10,050.00	10,050.00	
7/1/2029	1,340,000	1.50%	260,000	10,050.00	270,050.00	280,100.00
1/1/2030				8,100.00	8,100.00	
7/1/2030	1,080,000	1.50%	265,000	8,100.00	273,100.00	281,200.00
1/1/2031				6,112.50	6,112.50	
7/1/2031	815,000	1.50%	270,000	6,112.50	276,112.50	282,225.00
1/1/2032				4,087.50	4,087.50	
7/1/2032	545,000	1.50%	270,000	4,087.50	274,087.50	278,175.00
1/1/2033				2,062.50	2,062.50	
7/1/2033	275,000	1.50%	275,000	2,062.50	277,062.50	279,125.00
TOTALS			$ 2,100,000	$128,250.00	$2,228,250.00	$2,228,250.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$1,320,000 SEWAGE WORKS REVENUE BONDS, SERIES 2014

DATED APRIL 22, 2014

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 1,320,000	2.64%	$ 260,000	$ 17,424.00	$ 277,424.00	$ 277,424.00
1/1/2027				13,992.00	13,992.00	
7/1/2027	1,060,000	2.64%	335,000	13,992.00	348,992.00	362,984.00
1/1/2028				9,570.00	9,570.00	
7/1/2028	725,000	2.64%	350,000	9,570.00	359,570.00	369,140.00
1/1/2029				4,950.00	4,950.00	
7/1/2029	375,000	2.64%	375,000	4,950.00	379,950.00	384,900.00
TOTALS			$ 1,320,000	$ 74,448.00	$ 1,394,448.00	$ 1,394,448.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$1,939,000 SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2014

DATED NOVEMBER 5, 2014

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 1,939,000	2.20%	$ 1,939,000	$ 21,329.00	$ 1,960,329.00	$ 1,960,329.00
TOTALS			$ 1,939,000	$ 21,329.00	$ 1,960,329.00	$ 1,960,329.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$1,330,000 SEWAGE WORKS REVENUE BONDS, SERIES 2014B

DATED DECEMBER 15, 2014

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 1,330,000	2.10%	$ 135,000	$ 13,965.00	$ 148,965.00	$ 148,965.00
1/1/2027				12,547.50	12,547.50	
7/1/2027	1,195,000	2.10%	140,000	12,547.50	152,547.50	165,095.00
1/1/2028				11,077.50	11,077.50	
7/1/2028	1,055,000	2.10%	140,000	11,077.50	151,077.50	162,155.00
1/1/2029				9,607.50	9,607.50	
7/1/2029	915,000	2.10%	145,000	9,607.50	154,607.50	164,215.00
1/1/2030				8,085.00	8,085.00	
7/1/2030	770,000	2.10%	150,000	8,085.00	158,085.00	166,170.00
1/1/2031				6,510.00	6,510.00	
7/1/2031	620,000	2.10%	150,000	6,510.00	156,510.00	163,020.00
1/1/2032				4,935.00	4,935.00	
7/1/2032	470,000	2.10%	155,000	4,935.00	159,935.00	164,870.00
1/1/2033				3,307.50	3,307.50	
7/1/2033	315,000	2.10%	155,000	3,307.50	158,307.50	161,615.00
1/1/2034				1,680.00	1,680.00	
7/1/2034	160,000	2.10%	160,000	1,680.00	161,680.00	163,360.00
TOTALS			$ 1,330,000	$ 129,465.00	$ 1,459,465.00	$ 1,459,465.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$2,275,000 SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2017

DATED JUNE 7, 2017

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 2,275,000	4.00%	$ 730,000	$ 45,500.00	$ 775,500.00	$ 775,500.00
1/1/2027				30,900.00	30,900.00	
7/1/2027	1,545,000	4.00%	755,000	30,900.00	785,900.00	816,800.00
1/1/2028				15,800.00	15,800.00	
7/1/2028	790,000	4.00%	790,000	15,800.00	805,800.00	821,600.00
TOTALS			$ 2,275,000	$ 138,900.00	$ 2,413,900.00	$ 2,413,900.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$7,630,000 SEWAGE WORKS REVENUE BONDS, SERIES 2022

DATED APRIL 7, 2022

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026				$ 152,600.00	$ 152,600.00	$ 152,600.00
1/1/2027				152,600.00	152,600.00	
7/1/2027	$ 7,630,000	4.00%	$ 350,000	152,600.00	502,600.00	655,200.00
1/1/2028				145,600.00	145,600.00	
7/1/2028	7,280,000	4.00%	365,000	145,600.00	510,600.00	656,200.00
1/1/2029				138,300.00	138,300.00	
7/1/2029	6,915,000	4.00%	380,000	138,300.00	518,300.00	656,600.00
1/1/2030				130,700.00	130,700.00	
7/1/2030	6,535,000	4.00%	395,000	130,700.00	525,700.00	656,400.00
1/1/2031				122,800.00	122,800.00	
7/1/2031	6,140,000	4.00%	410,000	122,800.00	532,800.00	655,600.00
1/1/2032				114,600.00	114,600.00	
7/1/2032	5,730,000	4.00%	425,000	114,600.00	539,600.00	654,200.00
1/1/2033				106,100.00	106,100.00	
7/1/2033	5,305,000	4.00%	440,000	106,100.00	546,100.00	652,200.00
1/1/2034				97,300.00	97,300.00	
7/1/2034	4,865,000	4.00%	460,000	97,300.00	557,300.00	654,600.00
1/1/2035				88,100.00	88,100.00	
7/1/2035	4,405,000	4.00%	480,000	88,100.00	568,100.00	656,200.00
1/1/2036				78,500.00	78,500.00	
7/1/2036	3,925,000	4.00%	495,000	78,500.00	573,500.00	652,000.00
1/1/2037				68,600.00	68,600.00	
7/1/2037	3,430,000	4.00%	515,000	68,600.00	583,600.00	652,200.00
1/1/2038				58,300.00	58,300.00	
7/1/2038	2,915,000	4.00%	540,000	58,300.00	598,300.00	656,600.00
1/1/2039				47,500.00	47,500.00	
7/1/2039	2,375,000	4.00%	560,000	47,500.00	607,500.00	655,000.00
1/1/2040				36,300.00	36,300.00	
7/1/2040	1,815,000	4.00%	580,000	36,300.00	616,300.00	652,600.00
1/1/2041				24,700.00	24,700.00	
7/1/2041	1,235,000	4.00%	605,000	24,700.00	629,700.00	654,400.00
1/1/2042				12,600.00	12,600.00	
7/1/2042	630,000	4.00%	630,000	12,600.00	642,600.00	655,200.00
TOTALS			$ 7,630,000	$ 2,997,800.00	$ 10,627,800.00	$ 10,627,800.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$31,440,000 SEWAGE WORKS REVENUE BONDS, SERIES 2024

DATED DECEMBER 3, 2024

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026				$ 786,000.00	$ 786,000.00	$ 786,000.00
1/1/2027				786,000.00	786,000.00	
7/1/2027				786,000.00	786,000.00	1,572,000.00
1/1/2028				786,000.00	786,000.00	
7/1/2028				786,000.00	786,000.00	1,572,000.00
1/1/2029				786,000.00	786,000.00	
7/1/2029	$ 31,440,000	5.00%	$ 415,000	786,000.00	1,201,000.00	1,987,000.00
1/1/2030				775,625.00	775,625.00	
7/1/2030	31,025,000	5.00%	820,000	775,625.00	1,595,625.00	2,371,250.00
1/1/2031				755,125.00	755,125.00	
7/1/2031	30,205,000	5.00%	860,000	755,125.00	1,615,125.00	2,370,250.00
1/1/2032				733,625.00	733,625.00	
7/1/2032	29,345,000	5.00%	910,000	733,625.00	1,643,625.00	2,377,250.00
1/1/2033				710,875.00	710,875.00	
7/1/2033	28,435,000	5.00%	960,000	710,875.00	1,670,875.00	2,381,750.00
1/1/2034				686,875.00	686,875.00	
7/1/2034	27,475,000	5.00%	1,280,000	686,875.00	1,966,875.00	2,653,750.00
1/1/2035				654,875.00	654,875.00	
7/1/2035	26,195,000	5.00%	1,505,000	654,875.00	2,159,875.00	2,814,750.00
1/1/2036				617,250.00	617,250.00	
7/1/2036	24,690,000	5.00%	1,590,000	617,250.00	2,207,250.00	2,824,500.00
1/1/2037				577,500.00	577,500.00	
7/1/2037	23,100,000	5.00%	1,665,000	577,500.00	2,242,500.00	2,820,000.00
1/1/2038				535,875.00	535,875.00	
7/1/2038	21,435,000	5.00%	1,745,000	535,875.00	2,280,875.00	2,816,750.00
1/1/2039				492,250.00	492,250.00	
7/1/2039	19,690,000	5.00%	1,835,000	492,250.00	2,327,250.00	2,819,500.00
1/1/2040				446,375.00	446,375.00	
7/1/2040	17,855,000	5.00%	1,930,000	446,375.00	2,376,375.00	2,822,750.00
1/1/2041				398,125.00	398,125.00	
7/1/2041	15,925,000	5.00%	3,385,000	398,125.00	3,783,125.00	4,181,250.00
1/1/2042				313,500.00	313,500.00	
7/1/2042	12,540,000	5.00%	3,550,000	313,500.00	3,863,500.00	4,177,000.00
1/1/2043				224,750.00	224,750.00	
7/1/2043	8,990,000	5.00%	4,385,000	224,750.00	4,609,750.00	4,834,500.00
1/1/2044				115,125.00	115,125.00	
7/1/2044	4,605,000	5.00%	4,605,000	115,125.00	4,720,125.00	4,835,250.00
TOTALS			$ 31,440,000	$ 21,577,500.00	$ 53,017,500.00	$ 53,017,500.00

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
$10,000,000 OUTSTANDING SEWAGE WORKS REVENUE BONDS, SERIES 2025

DATED JUNE 5, 2025

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026				$ 226,433.50	$ 226,433.50	$ 485,574.06
1/1/2027				226,433.50	226,433.50	
7/1/2027	$ 10,000,000	3.85%	$ 355,000	226,433.50	581,433.50	807,867.00
1/1/2028				219,599.75	219,599.75	
7/1/2028	9,645,000	3.85%	370,000	219,599.75	589,599.75	809,199.50
1/1/2029				212,477.25	212,477.25	
7/1/2029	9,275,000	3.85%	380,000	212,477.25	592,477.25	804,954.50
1/1/2030				205,162.25	205,162.25	
7/1/2030	8,895,000	3.85%	395,000	205,162.25	600,162.25	805,324.50
1/1/2031				197,558.50	197,558.50	
7/1/2031	8,500,000	4.15%	410,000	197,558.50	607,558.50	805,117.00
1/1/2032				189,051.00	189,051.00	
7/1/2032	8,090,000	4.15%	430,000	189,051.00	619,051.00	808,102.00
1/1/2033				180,128.50	180,128.50	
7/1/2033	7,660,000	4.15%	445,000	180,128.50	625,128.50	805,257.00
1/1/2034				170,894.75	170,894.75	
7/1/2034	7,215,000	4.15%	465,000	170,894.75	635,894.75	806,789.50
1/1/2035				161,246.00	161,246.00	
7/1/2035	6,750,000	4.15%	485,000	161,246.00	646,246.00	807,492.00
1/1/2036				151,182.25	151,182.25	
7/1/2036	6,265,000	4.57%	505,000	151,182.25	656,182.25	807,364.50
1/1/2037				139,643.00	139,643.00	
7/1/2037	5,760,000	4.57%	530,000	139,643.00	669,643.00	809,286.00
1/1/2038				127,532.50	127,532.50	
7/1/2038	5,230,000	4.57%	555,000	127,532.50	682,532.50	810,065.00
1/1/2039				114,850.75	114,850.75	
7/1/2039	4,675,000	4.57%	580,000	114,850.75	694,850.75	809,701.50
1/1/2040				101,597.75	101,597.75	
7/1/2040	4,095,000	4.57%	605,000	101,597.75	706,597.75	808,195.50
1/1/2041				87,773.50	87,773.50	
7/1/2041	3,490,000	5.03%	630,000	87,773.50	717,773.50	805,547.00
1/1/2042				71,929.00	71,929.00	
7/1/2042	2,860,000	5.03%	665,000	71,929.00	736,929.00	808,858.00
1/1/2043				55,204.25	55,204.25	
7/1/2043	2,195,000	5.03%	695,000	55,204.25	750,204.25	805,408.50
1/1/2044				37,725.00	37,725.00	
7/1/2044	1,500,000	5.03%	730,000	37,725.00	767,725.00	805,450.00
1/1/2045				19,365.50	19,365.50	
7/1/2045	770,000	5.03%	770,000	19,365.50	789,365.50	808,731.00
Totals			$ 10,000,000	$ 5,565,143.50	$ 15,565,143.50	$ 15,824,284.06

WEST LAFAYETTE WASTEWATER UTILITY

AMORTIZATION SCHEDULE OF
PROPOSED $13,995,000 SEWAGE WORKS REFUNDING REVENUE BONDS, SERIES 2025

DATED OCTOBER 15, 2025

PAYMENT DATE	PRINCIPAL BALANCE	INTEREST RATE	DEBT SERVICE PRINCIPAL	DEBT SERVICE INTEREST	DEBT SERVICE TOTAL	BOND YEAR TOTAL
7/1/2026	$ 13,995,000	5.00%	$ 825,000	$ 334,750.00	$ 1,159,750.00	$ 1,159,750.00
1/1/2027				314,125.00	314,125.00	
7/1/2027	13,170,000	5.00%	670,000	314,125.00	984,125.00	1,298,250.00
1/1/2028				297,375.00	297,375.00	
7/1/2028	12,500,000	5.00%	705,000	297,375.00	1,002,375.00	1,299,750.00
1/1/2029				279,750.00	279,750.00	
7/1/2029	11,795,000	5.00%	745,000	279,750.00	1,024,750.00	1,304,500.00
1/1/2030				261,125.00	261,125.00	
7/1/2030	11,050,000	5.00%	780,000	261,125.00	1,041,125.00	1,302,250.00
1/1/2031				241,625.00	241,625.00	
7/1/2031	10,270,000	5.00%	820,000	241,625.00	1,061,625.00	1,303,250.00
1/1/2032				221,125.00	221,125.00	
7/1/2032	9,450,000	5.00%	860,000	221,125.00	1,081,125.00	1,302,250.00
1/1/2033				199,625.00	199,625.00	
7/1/2033	8,590,000	5.00%	900,000	199,625.00	1,099,625.00	1,299,250.00
1/1/2034				177,125.00	177,125.00	
7/1/2034	7,690,000	5.00%	950,000	177,125.00	1,127,125.00	1,304,250.00
1/1/2035				153,375.00	153,375.00	
7/1/2035	6,740,000	5.00%	995,000	153,375.00	1,148,375.00	1,301,750.00
1/1/2036				128,500.00	128,500.00	
7/1/2036	5,745,000	5.00%	1,045,000	128,500.00	1,173,500.00	1,302,000.00
1/1/2037				102,375.00	102,375.00	
7/1/2037	4,700,000	5.00%	1,100,000	102,375.00	1,202,375.00	1,304,750.00
1/1/2038				74,875.00	74,875.00	
7/1/2038	3,600,000	4.50%	1,150,000	74,875.00	1,224,875.00	1,299,750.00
1/1/2039				49,000.00	49,000.00	
7/1/2039	2,450,000	4.00%	1,200,000	49,000.00	1,249,000.00	1,298,000.00
1/1/2040				25,000.00	25,000.00	
7/1/2040	1,250,000	4.00%	1,250,000	25,000.00	1,275,000.00	1,300,000.00
TOTALS			$ 13,995,000	$ 5,384,750.00	$ 19,379,750.00	$ 19,379,750.00

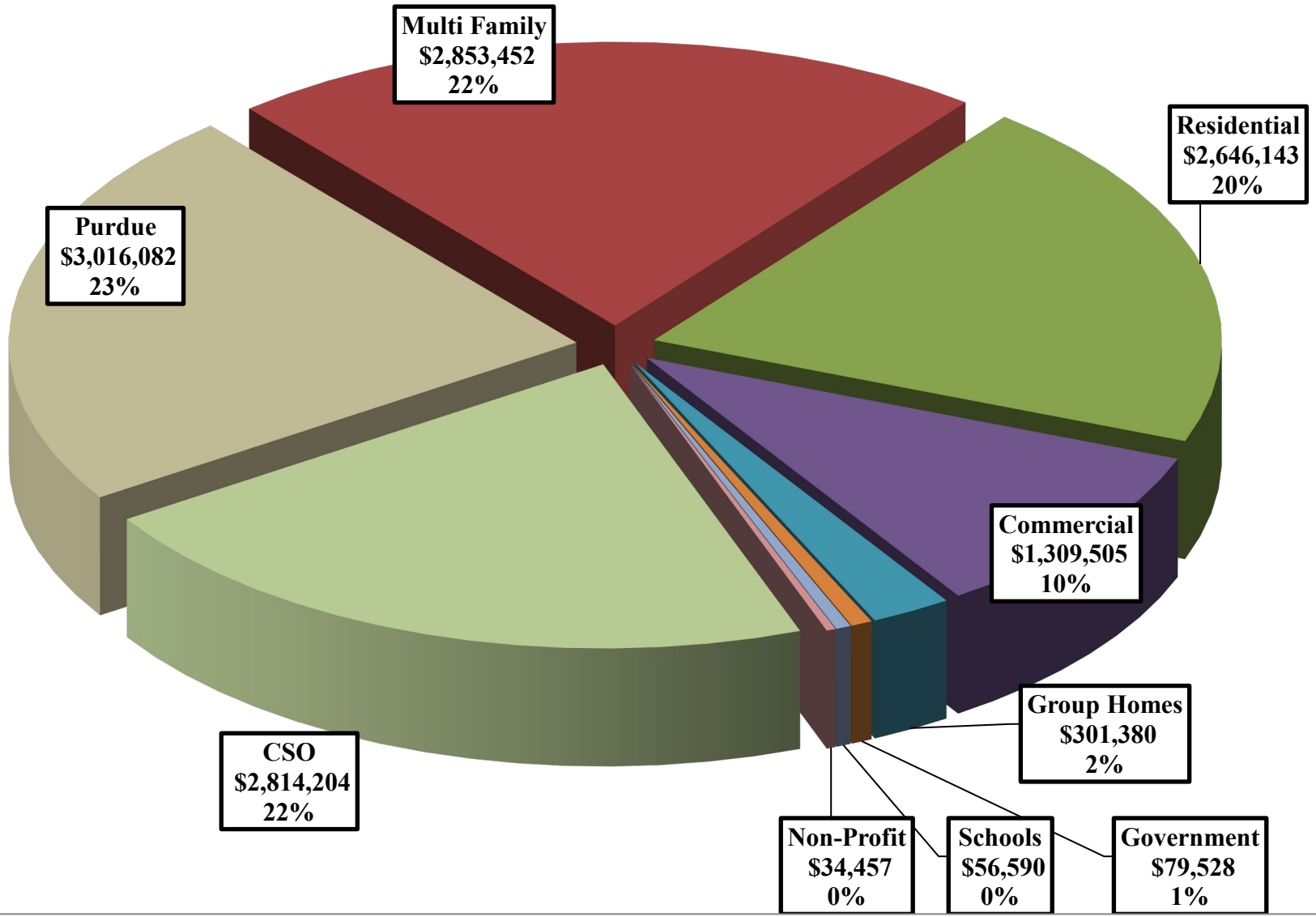
WEST LAFAYETTE WASTEWATER UTILITY

COMBINED DEBT SERVICE SCHEDULE

PAYMENT DATE	2012 BONDS	2014 BONDS	2014 REF BONDS	2014B BONDS	2017 BONDS	2022 BONDS	2024 BONDS	2025 BONDS	2025 REF BONDS	PERIOD TOTAL	BOND YEAR TOTAL
7/1/2026	$ 265,750.00	$ 277,424.00	$ 1,960,329.00	$ 148,965.00	$ 775,500.00	$ 152,600.00	$ 786,000.00	$ 226,433.50	$ 1,159,750.00	$ 5,752,751.50	$ 5,752,751.50
1/1/2027	13,875.00	13,992.00		12,547.50	30,900.00	152,600.00	786,000.00	226,433.50	314,125.00	1,550,473.00	
7/1/2027	268,875.00	348,992.00		152,547.50	785,900.00	502,600.00	786,000.00	581,433.50	984,125.00	4,410,473.00	5,960,946.00
1/1/2028	11,962.50	9,570.00		11,077.50	15,800.00	145,600.00	786,000.00	219,599.75	297,375.00	1,496,984.75	
7/1/2028	266,962.50	359,570.00		151,077.50	805,800.00	510,600.00	786,000.00	589,599.75	1,002,375.00	4,471,984.75	5,968,969.50
1/1/2029	10,050.00	4,950.00		9,607.50		138,300.00	786,000.00	212,477.25	279,750.00	1,441,134.75	
7/1/2029	270,050.00	379,950.00		154,607.50		518,300.00	1,201,000.00	592,477.25	1,024,750.00	4,141,134.75	5,582,269.50
1/1/2030	8,100.00			8,085.00		130,700.00	775,625.00	205,162.25	261,125.00	1,388,797.25	
7/1/2030	273,100.00			158,085.00		525,700.00	1,595,625.00	600,162.25	1,041,125.00	4,193,797.25	5,582,594.50
1/1/2031	6,112.50			6,510.00		122,800.00	755,125.00	197,558.50	241,625.00	1,329,731.00	
7/1/2031	276,112.50			156,510.00		532,800.00	1,615,125.00	607,558.50	1,061,625.00	4,249,731.00	5,579,462.00
1/1/2032	4,087.50			4,935.00		114,600.00	733,625.00	189,051.00	221,125.00	1,267,423.50	
7/1/2032	274,087.50			159,935.00		539,600.00	1,643,625.00	619,051.00	1,081,125.00	4,317,423.50	5,584,847.00
1/1/2033	2,062.50			3,307.50		106,100.00	710,875.00	180,128.50	199,625.00	1,202,098.50	
7/1/2033	277,062.50			158,307.50		546,100.00	1,670,875.00	625,128.50	1,099,625.00	4,377,098.50	5,579,197.00
1/1/2034	-			1,680.00		97,300.00	686,875.00	170,894.75	177,125.00	1,133,874.75	
7/1/2034				161,680.00		557,300.00	1,966,875.00	635,894.75	1,127,125.00	4,448,874.75	5,582,749.50
1/1/2035						88,100.00	654,875.00	161,246.00	153,375.00	1,057,596.00	
7/1/2035						568,100.00	2,159,875.00	646,246.00	1,148,375.00	4,522,596.00	5,580,192.00
1/1/2036						78,500.00	617,250.00	151,182.25	128,500.00	975,432.25	
7/1/2036						573,500.00	2,207,250.00	656,182.25	1,173,500.00	4,610,432.25	5,585,864.50
1/1/2037						68,600.00	577,500.00	139,643.00	102,375.00	888,118.00	
7/1/2037						583,600.00	2,242,500.00	669,643.00	1,202,375.00	4,698,118.00	5,586,236.00
1/1/2038						58,300.00	535,875.00	127,532.50	74,875.00	796,582.50	
7/1/2038						598,300.00	2,280,875.00	682,532.50	1,224,875.00	4,786,582.50	5,583,165.00
1/1/2039						47,500.00	492,250.00	114,850.75	49,000.00	703,600.75	
7/1/2039						607,500.00	2,327,250.00	694,850.75	1,249,000.00	4,878,600.75	5,582,201.50
1/1/2040						36,300.00	446,375.00	101,597.75	25,000.00	609,272.75	
7/1/2040						616,300.00	2,376,375.00	706,597.75	1,275,000.00	4,974,272.75	5,583,545.50
1/1/2041						24,700.00	398,125.00	87,773.50		510,598.50	
7/1/2041						629,700.00	3,783,125.00	717,773.50		5,130,598.50	5,641,197.00
1/1/2042						12,600.00	313,500.00	71,929.00		398,029.00	
7/1/2042						642,600.00	3,863,500.00	736,929.00		5,243,029.00	5,641,058.00
1/1/2043							224,750.00	55,204.25		279,954.25	
7/1/2043							4,609,750.00	750,204.25		5,359,954.25	5,639,908.50
1/1/2044							115,125.00	37,725.00		152,850.00	
7/1/2044							4,720,125.00	767,725.00		5,487,850.00	5,640,700.00
1/1/2045								19,365.50		19,365.50	
7/1/2045								789,365.50		789,365.50	808,731.00
TOTALS	$ 2,228,250.00	$ 1,394,448.00	$ 1,960,329.00	$ 1,459,465.00	$ 2,413,900.00	$ 10,627,800.00	$ 53,017,500.00	$ 15,565,143.50	$ 19,379,750.00	$ 108,046,585.50	$ 108,046,585.50

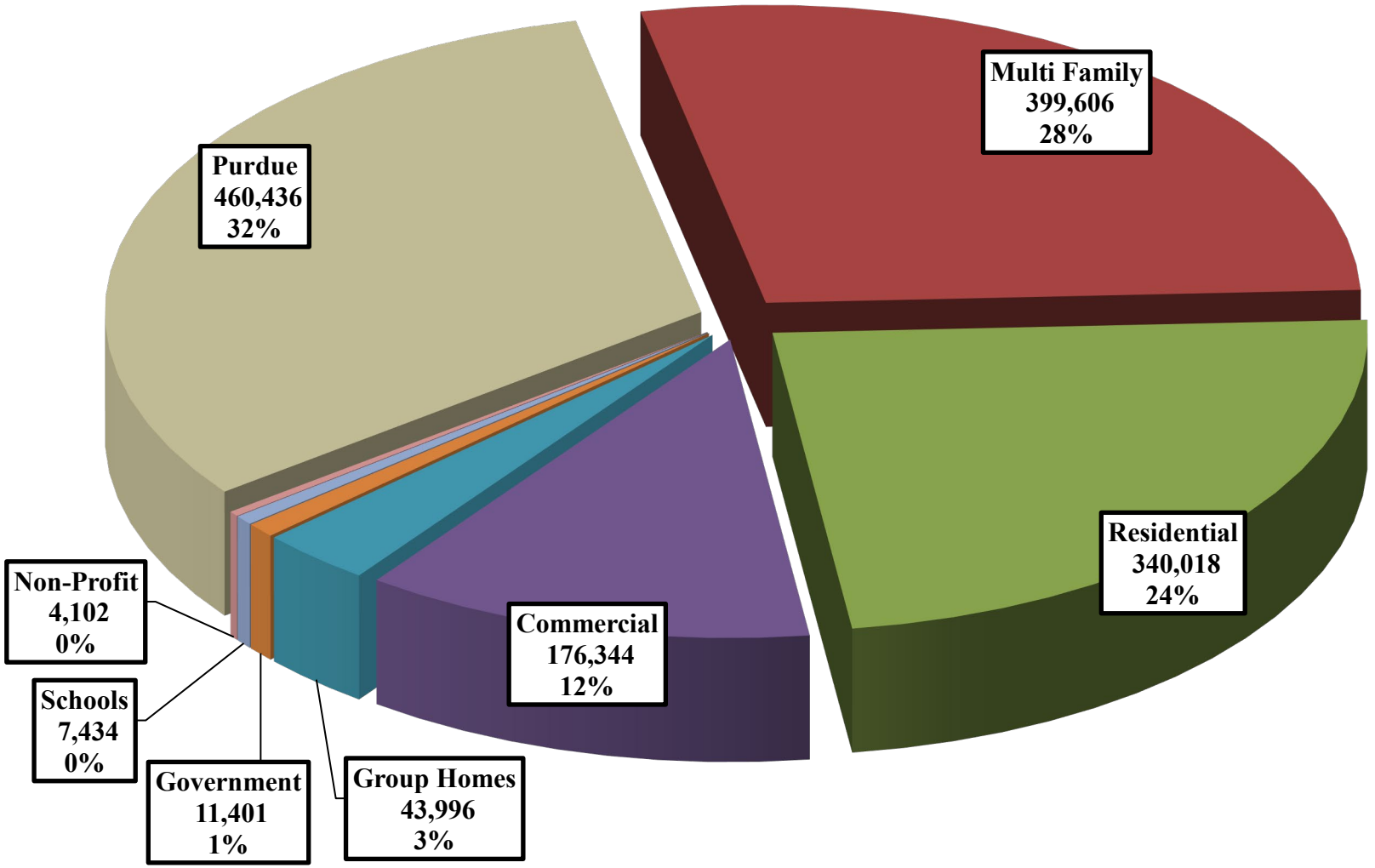
West Lafayette Wastewater Utility

Revenues by Customer Type for 2025



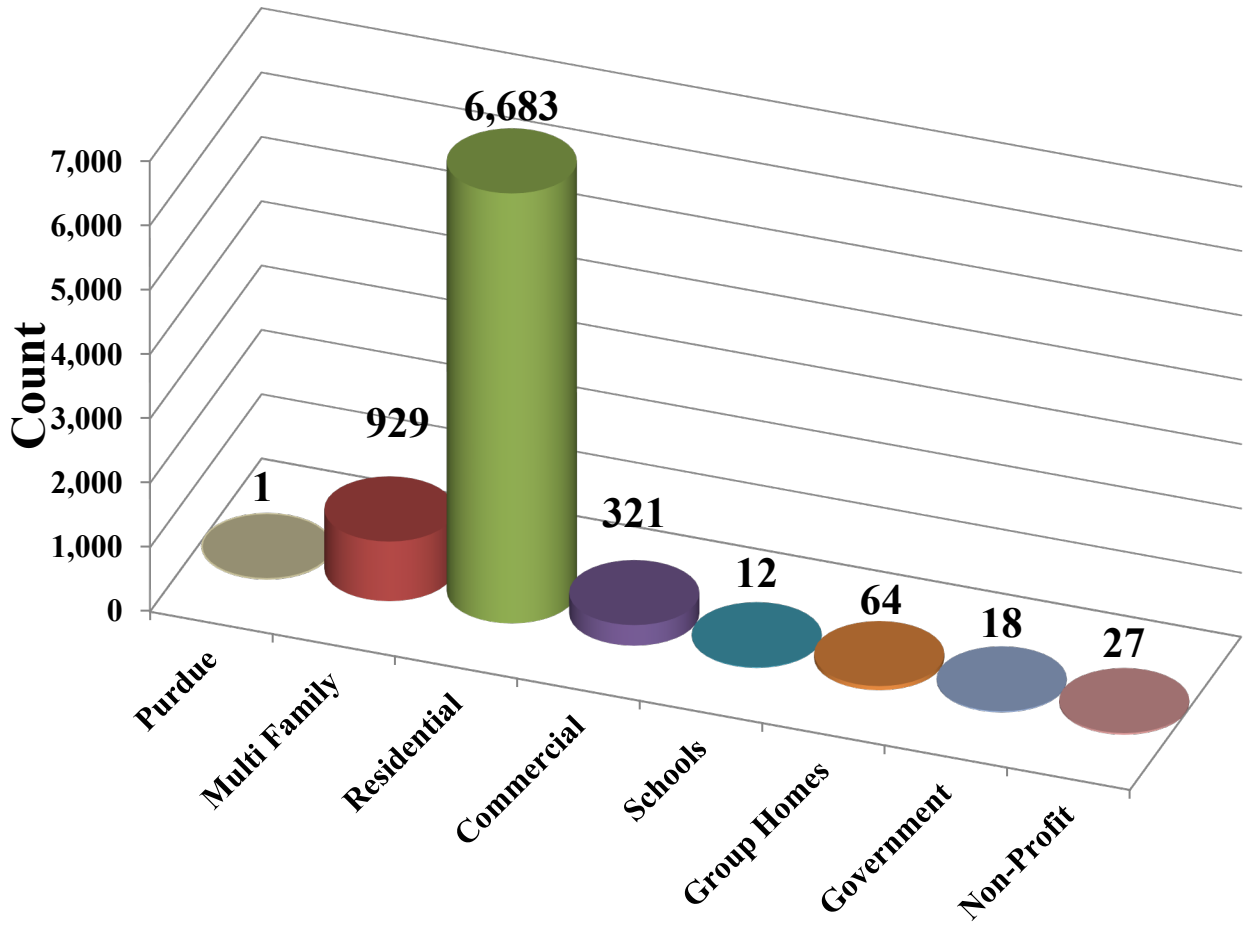
West Lafayette Wastewater Utility

Gallons Billed by Customer Type for 2025



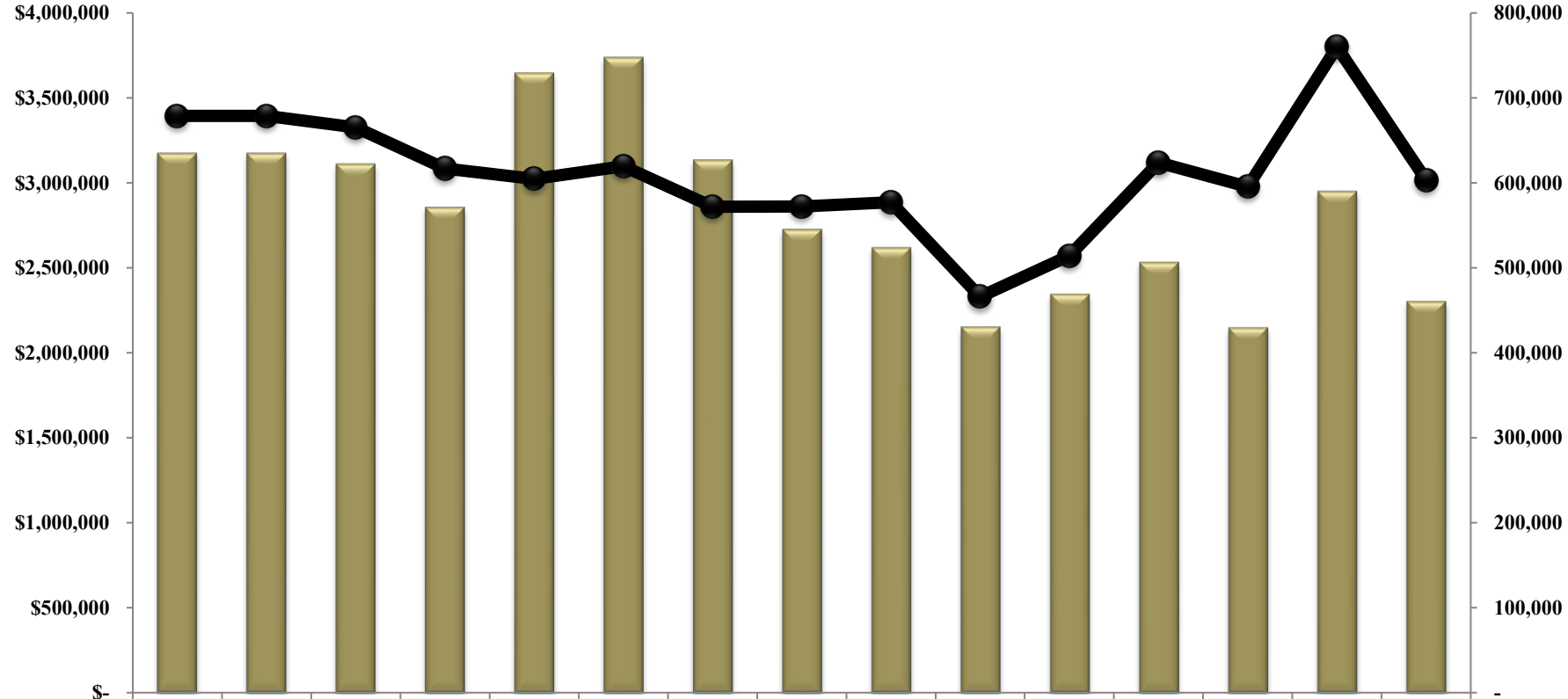
West Lafayette Wastewater Utility

Bill Count by Sewer Customer Type for 2025



West Lafayette Wastewater Utility

Purdue University Billing History



	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1,000 Gal.	634,518	634,517	621,943	570,862	728,744	746,975	626,484	545,121	523,449	430,606	468,816	506,245	429,549	589,802	460,436
Dollars	$3,394,861	$3,393,768	$3,327,134	$3,084,233	$3,023,494	$3,097,601	$2,860,012	$2,861,053	$2,886,561	$2,330,099	$2,571,084	$3,119,839	$2,977,009	$3,799,649	$3,016,082

WEST LAFAYETTE WASTEWATER UTILITY

SCHEDULE OF GALLONS TREATED AND BILLED
FOR THE YEAR ENDED DECEMBER 31, 2025

MONTH	GALLONS TREATED	GALLONS BILLED			INFILTRATION AND INFLOW	TOTAL DOLLARS BILLED
		RESIDT'S/COMM'L	PURDUE	TOTAL		
JANUARY	131,849,200	76,119,000	29,303,000	105,422,000	26,427,200	$ 1,001,876
FEBRUARY	136,614,800	67,093,000	35,340,000	102,433,000	34,181,800	973,993
MARCH	148,052,900	75,512,000	42,314,000	117,826,000	30,226,900	1,071,150
APRIL	187,710,000	76,177,000	41,749,000	117,926,000	69,784,000	1,096,591
MAY	128,684,100	73,105,000	44,283,000	117,388,000	11,296,100	1,092,824
JUNE	112,593,000	85,149,000	29,475,000	114,624,000	(2,031,000)	1,123,879
JULY	139,050,500	80,713,000	29,120,000	109,833,000	29,217,500	957,561
AUGUST	138,768,400	71,739,000	32,826,000	104,565,000	34,203,400	876,138
SEPTEMBER	139,374,000	88,227,000	37,486,000	125,713,000	13,661,000	1,105,034
OCTOBER	143,167,300	91,796,000	49,355,000	141,151,000	2,016,300	1,254,312
NOVEMBER	122,286,000	99,519,000	47,035,000	146,554,000	(24,268,000)	1,318,284
DECEMBER	118,330,100	97,752,000	42,150,000	139,902,000	(21,571,900)	1,239,699
TOTALS	1,646,480,300	982,901,000	460,436,000	1,443,337,000	203,143,300	13,111,341
PERCENT (OF GALLONS TREATED)	100.00%	59.70%	27.96%		12.34%	
AVG DAILY GALS	4,510,905	2,692,879	1,261,468	3,954,348	556,557	

WEST LAFAYETTE WASTEWATER UTILITY

MONTHLY BILLING STATISTICS BY CUSTOMER CLASS
FOR THE YEAR ENDED DECEMBER 31, 2025

Dollar Amount	RESIDENTIAL (includes rentals)	COMMERCIAL	GROUP HOMES	GOVERNMENT	NON-PROFIT	SCHOOL	MULTI-FAMILY	PURDUE	CSO	TOTAL
January	$ 206,585	$ 89,844	$ 28,480	$ 5,492	$ 250	$ 3,670	$ 240,081	$ 204,883	$ 222,591	$ 1,001,876
February	222,731	85,354	16,367	6,076	2,188	2,358	193,862	224,578	220,479	973,993
March	216,897	94,270	22,479	8,665	2,561	2,795	226,325	275,666	221,492	1,071,150
April	214,817	96,121	31,641	4,715	2,495	3,073	238,401	285,261	220,067	1,096,591
May	206,483	98,221	27,878	6,359	2,254	3,326	225,362	293,589	229,352	1,092,824
June	234,814	110,750	34,090	7,141	3,863	4,597	246,353	194,019	288,252	1,123,879
July	185,158	118,656	16,241	5,468	3,380	4,868	208,444	187,529	227,817	957,561
August	184,061	98,971	12,808	8,144	3,219	5,466	201,156	209,162	153,151	876,138
September	187,864	127,402	14,556	5,999	3,122	6,460	217,144	242,667	299,820	1,105,034
October	280,138	156,730	22,647	8,698	3,389	7,444	220,264	326,580	228,422	1,254,312
November	255,476	112,216	37,515	8,302	3,827	7,102	323,693	308,931	261,222	1,318,284
December	251,119	120,970	36,678	4,469	3,909	5,431	312,367	263,217	241,539	1,239,699
Totals	$ 2,646,143	$ 1,309,505	$ 301,380	$ 79,528	$ 34,457	$ 56,590	$ 2,853,452	$ 3,016,082	$ 2,814,204	$ 13,111,341
2024 Totals	*$ 2,621,237*	*$ 1,242,772*	*$ 387,930*	*$ 81,659*	*$ 32,034*	*$ 55,075*	*$ 2,955,158*	*$ 3,799,649*	*$ 2,533,540*	*$ 13,709,054*

Gallons (1,000's) of Consumption	RESIDENTIAL (includes rentals)	COMMERCIAL	GROUP HOMES	GOVERNMENT	NON-PROFIT	SCHOOL	MULTI-FAMILY	PURDUE	CSO	TOTAL
January	25,519	11,653	4,025	703	213	480	33,526	29,303	N/A	105,422
February	27,298	10,764	2,194	766	188	283	25,600	35,340	N/A	102,433
March	27,120	12,074	3,046	1,139	280	363	31,490	42,314	N/A	117,826
April	26,237	12,293	4,350	570	282	392	32,053	41,749	N/A	117,926
May	24,898	12,769	3,823	814	222	410	30,169	44,283	N/A	117,388
June	29,417	14,349	4,708	909	458	601	34,707	29,475	N/A	114,624
July	25,441	15,431	2,081	708	390	654	36,008	29,120	N/A	109,833
August	26,476	15,892	1,140	1,058	353	693	26,127	32,826	N/A	104,565
September	26,618	19,978	5,418	1,960	357	836	33,060	37,486	N/A	125,713
October	36,252	20,831	2,977	1,086	394	1,013	29,243	49,355	N/A	141,151
November	32,617	14,541	5,154	1,089	474	981	44,663	47,035	N/A	146,554
December	32,125	15,769	5,080	599	491	728	42,960	42,150	N/A	139,902
Totals	340,018	176,344	43,996	11,401	4,102	7,434	399,606	460,436	N/A	1,443,337
2024 Totals	*336,306*	*166,115*	*53,872*	*10,576*	*3,360*	*7,388*	*400,660*	*589,802*	*N/A*	*1,568,079*

Sponsored by Mayor Erin Easter

ORDINANCE NO. 22-2026

AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE SEWAGE WORKS OF THE CITY OF WEST LAFAYETTE, INDIANA, THE ISSUANCE OF ADDITIONAL REVENUE BONDS IN ONE OR MORE SERIES TO FINANCE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND ALL MATTERS RELATED THERETO

WHEREAS, the City of West Lafayette, Indiana (the "City"), has heretofore established, constructed and financed a municipal sewage works by and through its Board of Public Works (the "Board") for the purpose of providing for the collection and treatment of wastewater from the residents and users (the "Sewage Works") pursuant to IC 36-9-23-1 et seq., as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the "Act"); and

WHEREAS, the Board has adopted a resolution determining and recommending to the Common Council of the City (the "Common Council") that the acquisition, construction, extension and installation of certain improvements to the Sewage Works, as set forth in Exhibit A (and as more fully set forth in the Financial Assistance Agreement (as hereinafter defined), and any amendment thereto, attached hereto and made a part hereof) (the "Project"), are necessary; and

WHEREAS, the City has employed Wessler Engineering, Inc., Indianapolis, Indiana, the consulting engineers employed by the City (the "Engineers") to prepare and file plans, specifications and cost estimates for the Project (the "Engineering Report"), for plans, specifications, detailed descriptions and estimates of the costs of the necessary improvements and extensions to the Sewage Works and such Engineering Report has been previously adopted and has been or will be submitted to all government authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("IDEM"), if and to the extent IDEM approval is required under Indiana law, and has been approved by the aforesaid government authorities; and

WHEREAS, the estimates prepared and delivered by the Engineers with respect to the costs of acquisition, construction, extension and installation of certain improvements to the Sewage Works, and including all authorized expenses relating thereto, including the costs of issuance of bonds and bond anticipation notes on account thereof, will be in the estimated amount not to exceed Ninety-Five Million Dollars ($95,000,000), to be financed by the issuance of sewage works revenue bonds and, if necessary, bond anticipation notes in an amount not to exceed Ninety-Five Million Dollars ($95,000,000), and available revenues of the City; and

WHEREAS, the City will utilize the proceeds of the Bonds or BANs (as hereinafter defined) for the planning and design of the Project; and

WHEREAS, the Common Council finds that there are insufficient funds available to pay the cost of the Project, and that the cost of the Project is to be financed by certain available funds on hand, if necessary, and through the issuance of its tax-exempt sewage works revenue bonds, in one or more series (the "Bonds") and, if necessary, its bond anticipation notes (the "BANs"); and

WHEREAS, 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 (i) the City's Sewage Works Revenue Bonds of 2012, dated October 31, 2012 ("2012 Bonds") originally issued in the amount of $4,200,000, now outstanding in the amount of $1,815,000; (ii) the City's Sewage Works Revenue Bonds, Series 2014, dated April 22, 2014 ("2014 Bonds") originally issued in the amount of $4,000,000, now outstanding in the amount of $1,060,000; (iii) the City's Sewage Works Revenue Bonds, Series 2014B, dated December 15, 2014 ("2014B Bonds") originally issued in the amount of $2,610,000, now outstanding in the amount of $1,195,000; (iv) the City's Sewage Works Refunding Revenue Bonds, Series 2017, dated June 7, 2017 ("2017 Bonds") originally issued in the amount of $7,390,000, now outstanding in the amount of $1,545,000; (v) the City's Sewage Works Revenue Bonds, Series 2022, dated April 7, 2022 ("2022 Bonds") originally issued in the amount of $7,630,000 and now outstanding in the amount of $7,630,000; (vi) the City's Sewage Works Revenue Bonds, Series 2024, dated December 3, 2024 (the "2024 Bonds") originally issued in the amount of $31,440,000 and now outstanding in the amount of $31,440,000; (vii) the City's Sewage Works Revenue Bonds, Series 2025, dated June 5, 2025 (the "2025 Bonds") originally issued in the amount of $10,000,000 and now outstanding in the amount of $10,000,000; (viii) the City's Sewage Works Refunding Revenue Bonds, Series 2025, dated October 15, 2025 (the "2025 Refunding Bonds") originally issued in the amount of $13,995,000 and now outstanding in the amount of $13,170,000; and (ix) the City's Junior Sewage Works Revenue Bond Anticipation Notes of 2025, dated December 3, 2025 (the "2025 BANs") originally issued in the amount of $8,100,000 and now outstanding in the amount of $8,100,000 (the 2012 Bonds, the 2014 Bonds, the 2014B Bonds, the 2017 Bonds, the 2022 Bonds, the 2024 Bonds, the 2025 Bonds and the 2025 Refunding Bonds, collectively, the "Prior Bonds"); and

WHEREAS, the Prior Bonds each rank on parity with each other and each constitutes a first charge against the Net Revenues of the Sewage Works and the 2025 BANs are junior and subordinate to the Prior Bonds and constitute a junior and subordinate charge against the Net Revenues of the Sewage Works; and

WHEREAS, the ordinances authorizing the issuance of the Prior Bonds and the 2025 BANs (collectively, the "Prior Ordinances") allow for the issuance of additional bonds payable from revenues of the Sewage Works and ranking on parity with or junior and subordinate to the Prior Bonds and the 2025 BANs; and

WHEREAS, other than the Prior Bonds and the 2025 BANs, there are no outstanding bonds, obligations, or other pledges against the Net Revenues of the Sewage Works; and

WHEREAS, the Common Council now finds that all conditions precedent to the issuance of the Bonds on parity with or junior and subordinate to the Prior Bonds and the 2025 BANs have been or will be met; and

WHEREAS, the City may enter into one or more Financial Assistance Agreements, Financial Aid Agreements, Grant Agreements, and/or Funding Agreements (in the form attached as Exhibit C hereto and made a part hereof) with the Indiana Finance Authority together with any subsequent amendments thereto (the "Financial Assistance Agreement"), which would pertain to the Project and the financing thereof, if the BANs or Bonds are sold to the Indiana Finance Authority pursuant to its Wastewater Revolving Loan Program, Supplemental Drinking Water and Wastewater Assistance Program, Water Infrastructure Grant Program, and/or Water Infrastructure Assistance Program established and existing pursuant to IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14, and/or IC 5-1.2-14.5 (collectively, the "IFA Program"); and

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

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

WHEREAS, the Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of the BANs and the Bonds on parity with or junior and subordinate to the Prior Bonds and the 2025 BANs have been or will be complied with in accordance with the provisions of the Act; and

WHEREAS, the issuance of the BANs or the Bonds pursuant to this Ordinance will initially constitute a junior and subordinate charge on the Net Revenues of the Sewage Works ranking on a parity with the 2025 BANs but, in accordance with Section 27 hereof, shall be promoted to a first charge on the Net Revenues of the Sewage Works ranking on a parity with the Prior Bonds as and when permissible in accordance with Section 27 hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, as follows:

SECTION 1. Authorization of Project. The City shall proceed with the planning and design of the Project in accordance with the Engineering Report, which is now on file in the office of the Clerk of the City (the "Clerk"), and is hereby adopted and approved, and by reference made a part of this Ordinance as fully as if the same were attached hereto and incorporated herein. Two (2) copies of the Engineering Report are on file in the office of the Clerk and open for public inspection pursuant to IC 36-1-5-4. The aggregate cost of the Project shall not exceed the sum of $95,000,000, plus investment earnings on the proceeds of the BANs and the Bonds, if any, without further authorization from the Common Council. The term "Sewage Works," "System," "Works," "Utility," and other like terms where used in this Ordinance shall be construed to mean the existing Sewage Works (and its Treatment Works as defined in the Financial Assistance Agreement) and

all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, and all other items as defined in IC 36-9-23, as amended. The Project is hereby approved and shall be constructed and the BANs and the Bonds shall be issued pursuant to and in accordance with the Act. The City reasonably expects to reimburse expenditures for the Project with proceeds of the BANs or the Bonds, and this Ordinance constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and IC 5-1-14-6(c). In the event the Bonds or BANs are purchased by the Indiana Finance Authority as part of the IFA Program, on behalf of the City, the Common Council hereby (i) agrees to own, operate and maintain the Sewage Works and the Project for the duration of their useful life and (ii) represents and warrants to the Indiana Finance Authority that the City has no intent to sell, transfer or lease the Sewage Works or the Project for the duration of their useful life.

SECTION 2. Issuance of BANs and Bonds.

(a) The City shall issue, if necessary, the BANs for the purpose of procuring interim financing to pay the cost of the Project, and, if deemed appropriate, the costs of issuance of the BANs. The City may issue the BANs in one or more series, in an aggregate principal amount not to exceed Ninety-Five Million Dollars ($95,000,000) to be designated "[Junior] Sewage Works Revenue Bond Anticipation Notes, Series 202_" (with such blank to be filled in with the year of issuance). The BANs shall be lettered and numbered consecutively from R-1 and upward (with such further or different series designation as may be necessary or appropriate), and shall be in authorized denominations of $1,000 or more (or $1.00 consistent with the requirements of the IFA Program). The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed six-and-one-half percent (6.50%) per annum (the exact rate or rates to be determined through negotiations with the purchasers of the BANs) payable upon maturity. Each series of BANs will mature no later than five (5) years after their date of delivery, unless determined otherwise by the Controller of the City (the "Controller") with the advice of Krohn & Associates, the City's municipal advisor (the "Municipal Advisor"). The BANs are subject to renewal or extension at an interest rate or rates not to exceed six-and-one-half percent (6.50%) per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of any renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The BANs shall be issued pursuant to IC 5-1-14-5, as amended, if sold to a financial institution or any other purchaser, or IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-12, IC 5-1.2-14 and/or IC 5-1.2-14.5 if sold to the Indiana Finance Authority as part of the IFA Program. The BANs shall be sold at a price not less than ninety-nine percent (99.0%) of the principal amount thereof. The City shall pledge to the payment of the principal of and interest on the BANs, the proceeds from the issuance of the Bonds pursuant to and in the manner prescribed by the Act. The interest on the BANs may also be payable from the Net Revenues herein defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the System (herein defined as the City's System, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired, including the works herein acquired and constructed and all additions and improvements thereto and replacements thereof subsequently constructed or acquired) remaining after the

payment of the reasonable expenses of operation, repair and maintenance of the System, but excluding depreciation. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges related to or associated with the Sewage Works of the City such as tap fees, subsequent connector fees (including any enacted under IC 36-9-23-29), capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance. The BANs shall have all the qualities and incidents of negotiable instruments under the laws of the State of Indiana subject to the provisions for registration herein. Notwithstanding anything in this ordinance to the contrary, any series of BANs issued hereunder may bear interest that is taxable and included in the gross income of the owners thereof. If any such BANs are issued on a taxable basis, the designated name shall include the term "Taxable" in the designated name.

(c) The City shall issue the Bonds, in one or more series, in an aggregate principal amount not to exceed Ninety-Five Million Dollars ($95,000,000) to be designated "[Junior] Sewage Works Revenue Bonds, Series 202_" (with such further or different series designation as may be necessary or appropriate), for the purpose of procuring funds to pay the cost of the Project and the refunding of the BANs, if issued, and the issuance costs of the Bonds or the BANs, if issued, as determined by the Controller, with the advice of the Municipal Advisor. The Bonds shall be issued and sold at a price not less than the par amount thereof if sold to the Indiana Finance Authority, or at a price not less than 99.0% of the par value thereof if sold otherwise to any other purchaser. The Bonds shall be sold by the Controller pursuant to IC 5-1-11, as amended, unless sold to the Indiana Finance Authority through its IFA Program. The Bonds shall be issued in fully registered form in authorized denominations of $5,000 or any integral multiple in excess thereof (or $1.00 or any integral multiple thereof consistent with the requirements of the IFA Program). The Bonds shall be lettered and numbered consecutively from 202_R-1 and upward (with such blank to be filled in based on the year of issuance), originally dated the date of delivery, and shall bear interest at a rate or rates not exceeding six-and-one-half percent (6.50%) per annum. Interest is payable semiannually on January 1 and July 1 in each year, commencing on the first January 1 or July 1 following the issuance of the Bonds, all as determined by the Controller, with the advice of the Municipal Advisor. The Bonds shall mature annually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on July 1 of each year, over a period ending no later than twenty-five (25) years after the date of issuance of the Bonds, and in such amounts as deemed appropriate by the Controller, with the advice of the Municipal Advisor; provided that if the Bonds are sold to the Indiana Finance Authority as part of the IFA Program, then in such amounts that will produce annual debt service that is as level as practicable, except as otherwise provided in the Financial Assistance Agreement. The Bonds will be payable solely out of and constitute a first charge against the Net Revenues of the Sewage Works, inclusive of System Development Charges, on parity with or junior to the Prior Bonds, in accordance with Section 27 hereof. The Bonds shall have all the qualities and incidents of negotiable instruments under the laws of the State of Indiana subject to the provisions for registration herein.

(d) Interest on the BANs and the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

(e) All or a portion of the Bonds may be issued as one (1) or more term bonds, upon election of the purchaser thereof. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, in

the years as determined by the purchaser thereof, 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 one hundred percent (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.

(f) If the Bonds authorized hereunder are issued in multiple series, each series of the Bonds shall rank on a parity basis with (or in the case of junior bonds, on parity with the junior bonds and the 2025 BANs) any other series issued hereunder and the Prior Bonds for all purposes except as provided in subsection (g) below, including the pledge of Net Revenues under this Ordinance, subject to the provisions of Section 27 hereof.

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

(h) Notwithstanding anything in this ordinance to the contrary, any series of Bonds issued hereunder, may bear interest that is taxable and included in the gross income of the owners thereof. If any such Bonds are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

SECTION 3. Registrar and Paying Agent; Book Entry Only Provisions. The Controller is authorized to select and appoint a qualified financial institution to serve as the Registrar and the Paying Agent for the BANs and the Bonds, which registrar is hereby charged with the responsibility of authenticating the BANs and the Bonds. 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 the Registrar and the Paying Agent for the BANs and the Bonds. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as the Registrar and the Paying Agent, and such fees may be paid from the Bond and Interest Account, as hereinafter defined.

As to any purchaser of the BANs or the Bonds that does not object to such designation, the Controller shall serve as the Registrar and the Paying Agent and is hereby charged with the duties of the Registrar and the Paying Agent.

The principal of and interest on the BANs (if interest thereon is payable only at maturity) or the principal of the BANs (if interest thereon is not payable only at maturity), and the principal

of the Bonds shall be payable at the principal office of the Paying Agent, and all payments of interest on the BANs (if interest thereon is not payable only at maturity) and 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 immediately preceding each interest payment date ("Record Date"), at the addresses of the registered owners as they appear on the registration books kept by the Registrar. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the BANs or the Bonds are registered in the name of the Indiana Finance Authority, the principal thereof and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Indiana Finance Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Indiana Finance Authority is the owner of the BANs or the Bonds, the BANs or the Bonds shall be presented for payment as directed by the Indiana Finance Authority. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. All payments on the BANs and 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.

Each BAN or 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 BAN or 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 BAN or BANs or 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; provided, however, that the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The City, the Registrar and the Paying Agent for the BANs or the Bonds may treat and consider the person in whose name the BANs or the 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 the premium, if any, and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving thirty (30) days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a Successor Registrar and Paying Agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar. Upon the appointment of any Successor Registrar and Paying Agent by the City, the Controller is authorized and directed to enter into such agreements

and understandings with such Successor Registrar and Paying Agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the Successor Registrar and Paying Agent may charge for the services it provides as registrar and paying agent, and such fees may be paid from the Bond and Interest Account continued hereby. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the Successor Registrar and Paying Agent.

Interest on the Bonds that are authenticated on or before the Record Date that precedes the first interest payment date shall be paid from their original issue date; provided that interest on the Bonds sold to the Indiana Finance Authority shall begin to accrue commencing from the dates of payment on the Bonds. Interest on the Bonds authenticated subsequent to the Record Date that 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 BANs and Bonds.

(a) The BANs are prepayable at the option of the City, in whole or in part, on any date on or after 180 days following the date of issuance thereof, upon not less than seven (7) days' notice to the owner of the BANs, without any premium, but with accrued interest to the date of prepayment.

(b) The Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery for any Bonds sold to the Indiana Finance Authority, except as otherwise provided in the Financial Assistance Agreement which may approve earlier redemption at the option of the City, on dates and with premiums as determined at the time of the sale of the Bonds as determined by the Controller with the advice of the Municipal Advisor on any date, on at least thirty (30) days' notice, in whole or in part, in any order of maturity (or in the case of any Bonds sold to the Indiana Finance Authority, in inverse order of maturity and on such dates as the Indiana Finance Authority shall approve, on at least sixty (60) days' notice) and by lot within a maturity selected by the City, at the par amount thereof, together with a premium not greater than 1% (or 2% if the Bonds are sold to the Indiana Finance Authority), plus, in each case, accrued interest, if any, to the date fixed for redemption; provided, however, that if the Bonds are sold to, and registered in the name of, the Indiana Finance Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Indiana Finance Authority. The exact redemption dates and premiums shall be established by the Controller prior to the issuance of the Bonds, with the advice of the Municipal Advisor.

(c) 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 maturing on the same date which have previously been redeemed (other 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 one hundred percent (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 such Bonds maturing as term bonds only to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

(d) Each authorized denomination amount of Bonds 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 the Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select the Bonds for mandatory sinking fund redemption before selecting the Bonds for optional redemption.

(e) Notice of redemption shall be given not less than thirty (30) days (or sixty (60) days, in the case of any Bonds sold to the Indiana Finance Authority) prior to the date fixed for redemption for Bonds, unless such redemption notice is waived by the owner of the Bond or Bonds to be 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 (or sixty-five (65) days, in the case of any Bonds sold to the Indiana Finance Authority) prior to such redemption date for the Bonds. 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.

(f) The BANs and the Bonds shall be called for redemption in multiples of their minimum authorized denomination. The BANs and the Bonds in denominations of more than the minimum authorized denomination shall be treated as representing the number of BANs and Bonds, respectively, obtained by dividing the denomination of the BAN and the Bond, respectively, by the minimum authorized denomination within a maturity. The BANs and the Bonds may be redeemed in part. In the event of redemption of BANs and Bonds in part, upon surrender of the BAN or the Bond to be redeemed, a new BAN or BANs or Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the BAN or the Bond surrendered shall be issued to the registered owner thereof.

SECTION 5. Execution and Authentication of the BANs and the Bonds; Pledge of Net Revenues to the Bonds. The BANs and the Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City (the "Mayor") and attested by the manual or facsimile signature of the Clerk, who shall affix the seal of the City, if any, to each of the BANs and the Bonds manually or shall have the seal, if any, 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 the BANs and the Bonds. The BANs and the Bonds must be authenticated by an authorized officer of the Registrar or by the Controller if the Controller is acting as the Registrar. The Bonds (on a junior and subordinate basis until the satisfaction of the hereinafter defined ABT of the Prior Bonds, as

defined in Section 27 hereof), the Prior Bonds, and any additional bonds issued on a parity with the Bonds and the Prior Bonds in accordance with the restrictions imposed by this Ordinance (the "Future Parity Bonds"), as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the Net Revenues of the Sewage Works. The City shall not be obligated to pay the principal of and interest on the Bonds, except from the Net Revenues of the Sewage Works (except to the extent payable from the proceeds of the Bonds), and the 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.

SECTION 6. Book-Entry Form. The BANs and Bonds may, in compliance with all applicable laws, be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the City from time to time (the "Clearing Agency"). The City and Registrar may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the BANs or Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form BANs or Bonds.

During any time that the BANs or Bonds are held in book-entry form on the books of a Clearing Agency, (1) any such BAN or Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including CEDE & Co., as nominee of the Depository Trust Company; (2) the Clearing Agency in whose name such BAN or Bond is so registered shall be, and the City and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such BAN or Bond for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of, premium, if any, on and interest on such BAN or Bond, the receiving of notice and giving of consent; (3) neither the City nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any BAN or Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any BAN or Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal, premium, if any, or interest on any BANs or Bonds, the receiving of notice or the giving of consent; (4) the Clearing Agency is not required to present any BAN or Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption; and (5) notwithstanding anything in this Ordinance to the contrary, payment of the principal of and interest on the BANs and the Bonds may be made by wire transfer or other method acceptable to the Clearing Agency, as indicated in the Controller's Certificate.

If either (i) the City receives notice from the Clearing Agency which is currently the registered owner of the BANs or the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or (ii) the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the BANs or Bonds, then the City and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the BANs or the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the BANs or Bonds and to transfer the ownership of each of the BANs or Bonds to such person or persons,

including any other Clearing Agency, as the holder of the BANs or Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the City.

During any time that the BANs or Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar and Paying Agent shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owners of the BANs or Bonds as of a record date selected by the Registrar and Paying Agent. For purposes of determining whether the consent, advice, direction or demand of a Registered Owner of the Bond has been obtained, the Registrar or Paying Agent shall be entitled to treat the beneficial owners of the BANs or Bonds as the Bondholders.

During any time that the BANs or Bonds are held in book-entry form on the books of a Clearing Agency, each of the Mayor, the Clerk, or the Controller are authorized to enter into a Letter of Representations agreement on behalf of the City with the Clearing Agency, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth herein.

SECTION 7. Form of Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit B, with all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof.

SECTION 8. Preparation and Sale of BANs and Bonds. The Controller is hereby authorized and directed to have the BANs and the Bonds prepared, and the Mayor and the Clerk are hereby authorized and directed to execute the BANs and the Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver the BANs and the Bonds to the purchasers thereof after the sale made in accordance with the provisions of this Ordinance, provided that at the time of such delivery, the Controller shall collect the full amount which the purchasers have agreed to pay therefor, which amount shall not be less than the applicable minimum percentage of the par value of the BANs or the Bonds set forth in Section 2 of this Ordinance. The City may receive payment for the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City, payable out of the Net Revenues of the Sewage Works to be set aside into the Sinking Fund as provided herein. The proceeds derived from the sale of the BANs and the Bonds and the investment income therefrom shall be and are hereby set aside and appropriated to pay the costs of the Project, the refunding of the BANs, if applicable, and the expenses necessarily incurred in connection with the issuance of the BANs and the Bonds. 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.

SECTION 9. Bond Sale Notice; Official Statement.

(a) If the BANs or Bonds are to be sold at a competitive sale, the Controller shall cause to be published either (i) a notice of bond sale in the authorized newspaper(s) for the City, two (2) times, at least one week apart, with the first publication being made at least fifteen (15) days before the date of the sale and the second publication being made at least three days before the date of the

sale or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the *Indianapolis Business Journal* (or an equivalent publication in Marion County, Indiana), all in accordance with IC 5-1-11, as amended, and IC 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable. Any summary notice may contain any information deemed so advisable. The notice shall provide, among other things, that winning bidder shall be required to submit to the City a certified or cashier's check payable to the order of the City, or a wire transfer, in an amount not to exceed one percent (1%) of the aggregate principal amount of the Bonds, as a guaranty of performance of said bid not later than 3:30 p.m. (City time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-one hundredth (1/100) of one percent (1%). No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 2 of this Ordinance will be considered. The opinion of Bond Counsel approving the legality of the Bonds will be furnished to the purchaser at the expense of the City.

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

(c) Distribution of an Official Statement (preliminary and final) when and if prepared by the Municipal Advisor, on behalf of the City, is hereby authorized and approved, and the Mayor and Controller, or either of them, is authorized and directed to execute the Official Statement in a form consistent with this Ordinance. The Mayor and the Controller, or either of them, is authorized to deem the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(d) As an alternative to public sale, the City may negotiate the sale of one or more series of the Bonds and/or BANs to the Indiana Finance Authority. The Mayor and the Controller are hereby authorized to (i) submit an application to the Indiana Finance Authority through its IFA Program, (ii) execute one or more Financial Assistance Agreements (including any amendment thereof) with the Indiana Finance Authority with terms conforming to this Ordinance, and which Financial Assistance Agreement dated October 12, 2026 executed by the Mayor and attested by the Clerk is hereby approved and ratified; and (iii) sell one or more series of the Bonds and/or BANs upon such terms as are acceptable to the Mayor and the Controller consistent with the terms

of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and/or BANs and the Project shall be executed by the authorized officers of the City and the Indiana Finance Authority. The substantially final form of the Financial Assistance Agreement is attached hereto as Exhibit C and incorporated herein by reference and is hereby approved by the Common Council, and the Mayor and the Controller are hereby authorized to execute and deliver the same and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this Ordinance, and such approval shall be conclusively evidenced by its execution. The Mayor and the Controller are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance, which are consistent with the terms of this Ordinance, to any attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

SECTION 10. Use of Proceeds. (a) The accrued interest and the premium, if any, received at the time of the delivery of the Bonds shall be deposited in the Sewage Works Sinking Fund (as hereinafter defined). The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds, shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of West Lafayette Sewage Works Construction Account" (the "Construction Account"). The funds in each of such special accounts shall be deposited, held, secured or invested in accordance with the laws of the State relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, Chapters 1 through 4 of IC 5-1.2, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-12, IC 5-1.2-14 and/or IC 5-1.2-14.5, and the acts amendatory thereof and supplemental thereto. The funds in such special account or accounts shall be expended only for the purpose of paying the costs of issuance of the BANs or the Bonds, the cost of the Project, refunding all or a portion of the BANs, if issued, or as otherwise required by the Act. The cost of obtaining the legal services of Bond Counsel shall be considered a part of the costs of issuance of the BANs and the Bonds.

(b) The City hereby declares that it reasonably expects to reimburse each of the City's advances to the Project from proceeds of the BANs or the Bonds, as anticipated by this Ordinance.

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

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

described in Section 2(c) subject to and upon the terms set forth in the Financial Assistance Agreement.

SECTION 11. Revenues. All income and revenues derived from the operation of the Sewage Works (including any System Development Charges) shall be deposited upon receipt in the Sewage Works Revenue Fund (the "Revenue Fund") hereby continued from the Prior Ordinances. The Revenue Fund shall be maintained separate and apart from all other accounts of the City. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13-9, Chapters 1 through 4 of IC 5-1.2, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-12, IC 5-1.2-14 and/or IC 5-1.2-14.5, as amended, and other applicable laws. Out of said Revenue Fund the proper and reasonable expenses of operation and maintenance of the works shall be paid, the principal and interest of all bonds and fiscal agency charges of registrars or paying agents shall be paid, the reserve fund shall be funded and the costs of replacements, extensions, additions and improvements to the Sewage Works shall be paid. No moneys derived from the revenues of the Sewage Works shall be transferred to the general fund of the City for any purpose, or be used for any purpose not connected with the Sewage Works.

SECTION 12. Operation and Maintenance Fund. There shall be set apart and paid out of the gross revenues of the works into a cash operating fund which is hereby continued and designated as the Sewage Works Operation and Maintenance Fund ("Operation and Maintenance Fund"), on or before the last day of each calendar month, an amount necessary and sufficient to pay the monthly costs of operating, repairing and maintaining said Sewage Works for the then next succeeding two (2) calendar months. The moneys credited to the Operation and 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 and Maintenance Fund shall be used for transfers for depreciation, replacements, improvements, or additions. Any balance in the Operation and Maintenance Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding two (2) calendar months may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the then outstanding bonds of the Sewage Works payable from Net Revenues.

SECTION 13. Sewage Works Sinking Fund. (a) General. The Sewage Works Sinking Fund ("Sinking Fund") is hereby continued and designated and constituted as the special fund for the payment of the principal of and interest on 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 the bonds and interest. The Sinking Fund is divided into two accounts hereby continued and designated as the Sewage Works Bond and Interest Account (the "Bond and Interest Account") and the Sewage Works Debt Service Reserve Account (the "Reserve Account"). Such payments shall continue until the balance in the Bond and Interest Account, plus the balance in the Reserve Account, equals the principal of and interest on all of the then outstanding bonds of the Sewage Works to the final maturity thereof.

(b) Bond and Interest Account. The Bond and Interest Account is hereby divided into two subaccounts, designated as the "Prior Bonds Bond and Interest Subaccount" and the "2026 Bond and Interest Subaccount" as more fully described in Section 27 hereof.

After making the credit to the Operation and Maintenance Fund, there shall be transferred on or before the last day of each calendar month from the Revenue Fund, and paid first into the Prior Bonds Bond and Interest Subaccount of the Bond and Interest Account, as to the Prior Bonds, and then on a junior and subordinate basis, except as provided in Section 27 hereof, into the 2026 Bond and Interest Subaccount of the Bond and Interest Account, as to the Bonds and any Future Parity Bonds, an aggregate amount equal to the sum of at least (i) one-sixth (1/6) of an amount required for interest on all then outstanding bonds payable on the then next succeeding interest payment date and (ii) one-twelfth (1/12) of an amount required for 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 next succeeding interest and principal payment dates shall have been so credited; provided that such fractional amounts shall be appropriately increased, if necessary, to provide for the first interest and first principal payments on the Bonds. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the bank fiscal agency charges, if any, for paying the principal of and interest on outstanding bonds of the Sewage Works as the same become payable. The City shall, from the sums deposited in the Sewage Works Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owners of the then outstanding bonds of the Sewage Works or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of any bank fiscal agency charges.

Notwithstanding any of the foregoing, upon the occurrence of a consolidation of the Prior Bonds Bond and Interest Subaccount and the 2026 Bond and Interest Subaccount in accordance with Section 27 hereof, the following shall govern the Bond and Interest Account and the foregoing paragraphs of this Subsection 13(b) shall have no further effect:

> After making the credit to the Operation and Maintenance Fund, there shall be transferred on or before the last day of each calendar month from the Revenue Fund, and paid into the Bond and Interest Account of the Sinking Fund an amount equal to the sum of at least (i) one-sixth (1/6) of an amount required for interest on all then outstanding bonds payable on the then next succeeding interest payment date and (ii) one-twelfth (1/12) of an amount required for 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 next succeeding interest and principal payment dates shall have been so credited; provided that such fractional amounts shall be appropriately increased, if necessary, to provide for the first interest and first principal payments on the Bonds. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the bank fiscal agency charges, if any, for paying the principal of and interest on outstanding bonds of the Sewage Works as the same become payable. The City shall, from the sums deposited in the Sewage Works Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owners of the then outstanding bonds of the Sewage Works or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of any bank fiscal agency charges.

(c) Reserve Account. The Reserve Account is hereby divided into two subaccounts, designated as the "Prior Bonds Reserve Subaccount" and the "2026 Reserve Subaccount" as more fully described in Section 27 hereof.

The Prior Bonds Reserve Subaccount shall retain all funds currently on deposit in the Reserve Account continued herein on the date of delivery of the Bonds and shall act as a continuation of the Reserve Account as constituted prior to the date of delivery of the Bonds and shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Prior Bonds payable from the Reserve Account, and the moneys in the Prior Bonds Reserve Subaccount of the Reserve Account shall be used to pay the principal of and interest on the Prior Bonds to the extent that moneys in the Prior Bonds Bond and Interest Subaccount are insufficient for that purpose. Any deficiency in the balance maintained in the Prior Bonds Reserve Subaccount of the Reserve Account shall be made up from the next available Net Revenues remaining after credits into the Prior Bonds Bond and Interest Subaccount and before credits to the 2026 Bond and Interest Subaccount. Any moneys in the Prior Bonds Reserve Subaccount of the Reserve Account in excess of the reserve requirement or requirements applicable to the Prior Bonds shall either be transferred to the Sewage Works Improvement Fund or be used for the purchase of outstanding bonds or installments of principal of fully registered bonds at a price not exceeding par and accrued interest, and redemption premium, if any.

On the date of delivery of the Bonds or any other bonds issued on a parity with the Bonds payable from the 2026 Reserve Subaccount of the Reserve Account, funds on hand of the Sewage Works, proceeds of the Bonds or such other bonds or a combination thereof may be deposited into the 2026 Reserve Subaccount of the Reserve Account. The balance to be maintained in the 2026 Reserve Subaccount of the Reserve Account shall equal but not exceed an amount (the "2026 Reserve Requirement") equal to the least of (i) maximum annual debt service on the Bonds and any Future Parity Bonds which are payable from the Net Revenues of the System, (ii) one hundred twenty-five percent (125%) of average annual debt service on the Bonds and any Future Parity Bonds payable from the Reserve Account, or (iii) ten percent (10%) of the proceeds of the Bonds and any Future Parity Bonds payable from the Reserve Account, plus if and to the extent the amount set forth above is less than maximum annual debt service on the Bonds and any other bonds payable from the 2026 Reserve Subaccount of the Reserve Account, a minor portion of the proceeds thereof under Section 148(e) of the Code. If the initial deposit into the 2026 Reserve Subaccount of the Reserve Account does not equal the 2026 Reserve Requirement, or if no deposit is made, the City shall deposit a sum of Net Revenues into the 2026 Reserve Subaccount of the Reserve Account on the last day of each calendar month until the balance equals the 2026 Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the 2026 Reserve Requirement within five (5) years of the date of delivery of the Bonds. The balance in the 2026 Reserve Subaccount of the Reserve Account, allocable to the Bonds, shall never exceed the 2026 Reserve Requirement.

The 2026 Reserve Subaccount of the Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds and any Future Parity Bonds payable from the 2026 Reserve Subaccount of the Reserve Account, and the moneys in the Reserve Account shall be used to pay the principal of and interest on the Bonds and any Future Parity Bonds to the extent that moneys in the 2026 Bond and Interest Subaccount of the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the 2026 Reserve Subaccount of the Reserve Account shall be made up from the next available Net Revenues remaining after credits into the Prior Bonds Bond and Interest Account, the Prior Bonds Reserve Subaccount and the 2026 Bond and Interest Subaccount, in that order. Any moneys in the 2026 Reserve Subaccount of the Reserve Account in excess of the 2026

Reserve Requirement shall either be transferred to the Sewage Works Improvement Fund or be used for the purchase of outstanding bonds or installments of principal of fully registered bonds at a price not exceeding par and accrued interest, and redemption premium, if any.

In the event the Bonds are sold to the Indiana Finance Authority as part of the IFA Program, notwithstanding the foregoing, the 2026 Reserve Requirement shall be the combined maximum annual debt service on the Bonds and any Future Parity Bonds hereafter issued. In such event, on each January 2 subsequent to the delivery of the Bonds, beginning with the January 2 immediately succeeding completion of the Project, the Controller shall decrease, if necessary, the amount on deposit in the 2026 Reserve Subaccount of the Reserve Account so that the remaining amount on deposit equals the 2026 Reserve Requirement, provided that the City shall provide to the Indiana Finance Authority fifteen (15) days prior written notice of any such intended transfer from the 2026 Reserve Subaccount of the Reserve Account. In the event additional bonds payable from the Net Revenues of the Sewage Works on a parity with the Bonds are hereafter issued on a parity with the Bonds, the 2026 Reserve Requirement shall be proportionately increased to equal maximum annual debt service on the Bonds and all Future Parity Bonds hereafter issued.

Notwithstanding the foregoing, the Controller, with the advice of the Municipal Advisor and Bond Counsel, may enable the City to satisfy all or any part of its obligation to maintain an amount in the 2026 Reserve Subaccount of the Reserve Account equal to the 2026 Reserve Requirement with respect to the Bonds or any Future Parity Bonds by depositing a Reserve Fund Credit Facility in the 2026 Reserve Subaccount of the Reserve Account, provided that such deposit does not adversely affect any then-existing rating on the Bonds and provided further that if any of the Bonds are sold to the Indiana Finance Authority pursuant to its IFA Program, then the Indiana Finance Authority shall consent to any such use of Reserve Fund Credit Facility. A Reserve Fund Credit Facility is hereby defined as a letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank, insurance company, financial institution or other entity pursuant to a reimbursement agreement or similar instrument between such entity and the City, rated in the highest rating category at the time of such deposit by Standard & Poor's Corporation and Moody's Investors Service, for the purpose of satisfying in whole or in part the City's obligation to maintain the 2026 Reserve Requirement.

Notwithstanding any of the foregoing, upon the occurrence of a consolidation of the Prior Bonds Reserve Subaccount and the 2026 Reserve Subaccount in accordance with Section 27 hereof, the following shall govern the Reserve Account and the foregoing paragraphs of this Subsection 13(c) shall have no further effect:

> On the date of delivery of the Bonds or any other bonds payable from the Reserve Account, funds on hand of the Sewage Works, proceeds of the Bonds or such other bonds or a combination thereof may be deposited into the Reserve Account. The balance to be maintained in the Reserve Account shall equal but not exceed an amount (the "Reserve Requirement") equal to the least of (i) maximum annual debt service on the Bonds, the Prior Bonds, and any Future Parity Bonds which are payable from the Net Revenues of the System, (ii) one hundred twenty-five percent (125%) of average annual debt service on the Bonds, the Prior Bonds, and any Future Parity Bonds payable from the Reserve Account, or (iii) ten percent (10%) of the proceeds of the Bonds, the Prior Bonds, and any Future Parity Bonds payable from the Reserve Account, plus if and to the extent the amount set

forth above is less than maximum annual debt service on the Bonds and any other bonds payable from the Reserve Account, a minor portion of the proceeds thereof under Section 148(e) of the Code. If the initial deposit into the Reserve Account does not equal the Reserve Requirement, or if no deposit is made, the City shall deposit a sum of Net Revenues into the Reserve Account on the last day of each calendar month until the balance equals the Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds. The balance in the Debt Service Reserve Account, allocable to the Bonds, shall never exceed the Reserve Requirement.

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

In the event the Bonds are sold to the Indiana Finance Authority as part of the IFA Program, notwithstanding the foregoing, the Reserve Requirement shall be the combined maximum annual debt service on the Bonds, any Prior Bonds payable from the Reserve Account, and any Future Parity Bonds hereafter issued. In such event, on each January 2 subsequent to the delivery of the Bonds, beginning with the January 2 immediately succeeding completion of the Project, the Controller shall decrease, if necessary, the amount on deposit in the Reserve Account so that the remaining amount on deposit equals the Reserve Requirement, provided that the City shall provide to the Indiana Finance Authority fifteen (15) days prior written notice of any such intended transfer from the Reserve Account. In the event additional bonds payable from the Net Revenues of the Sewage Works are hereafter issued on a parity with the Bonds, the Reserve Requirement shall be proportionately increased to equal maximum annual debt service on the Bonds, any Prior Bonds payable from the Reserve Account, and all Future Parity Bonds hereafter issued.

Notwithstanding the foregoing, the Controller, with the advice of the Municipal Advisor and Bond Counsel, may enable the City to satisfy all or any part of its obligation to maintain an amount in the Reserve Account equal to the Reserve Requirement with respect to the Bonds or any Future Parity Bonds by depositing a Reserve Fund Credit Facility in the Reserve Account, provided that such deposit does not adversely affect any then-existing rating on the Bonds and provided further that if any of the Bonds are sold to the Indiana Finance Authority pursuant to its IFA Program, then the Indiana Finance Authority shall consent to any such use of Reserve Fund Credit Facility. A Reserve Fund Credit Facility is hereby defined as a letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank, insurance company, financial institution or other entity

pursuant to a reimbursement agreement or similar instrument between such entity and the City, rated in the highest rating category at the time of such deposit by Standard & Poor's Corporation and Moody's Investors Service, for the purpose of satisfying in whole or in part the City's obligation to maintain the Reserve Requirement.

The Sinking Fund, (containing the Bond and Interest Account and the Reserve Account), or any portion thereof, and the Construction Account, may be held by one or more financial institutions acceptable to the Indiana Finance Authority as part of its IFA Program, pursuant to terms acceptable to the Indiana Finance Authority. If the Sinking Fund and the accounts therein, or any portion thereof, are so held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Account, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules applicable to the City's outstanding bonds. If the Construction Account is held in trust, the City shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement. The Common Council hereby authorizes the Mayor and Clerk to execute and deliver an agreement with a financial institution to reflect this trust arrangement for the Sinking Fund and the Construction Account in the form of trust agreement as is consistent with the terms and provisions of this Ordinance. The financial institution selected to serve in this role may also serve as Registrar and Paying Agent for any outstanding bonds of the City.

SECTION 14. Improvement Fund. On the last day of each calendar month, any excess revenues of the Sewage Works available after making the deposits required by Sections 11, 12 and 13 may be set aside and paid into the special utility fund designated the Sewage Works Improvement Fund ("Improvement Fund"), hereby continued, and be used to pay the cost of improvements, replacements, additions and extensions to the Sewage Works or for any other lawful purpose that is related to the Sewage Works, including transfers to the cash reserve fund of the Utility. Moneys in the Sewage Works Improvement Fund shall be transferred to the Sewage Works Sinking Fund if necessary to prevent a default in the payment of principal and interest on the then outstanding bonds or if necessary to eliminate any deficiencies in credits to or minimum balance in the Reserve Account of the Sewage Works Sinking Fund. Moneys in the Sewage Works Improvement Fund also may be transferred to the Operation and Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works. If any BANs or Bonds are sold to the Indiana Finance Authority as part of the IFA Program, so long as any of the BANs or Bonds are outstanding, no monies derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or otherwise be used for any purposes not connected with the Sewage Works.

SECTION 15. Maintenance of Accounts: Investments. The Sinking Fund shall be deposited and maintained as a separate account or accounts from all other accounts of the City. The Operation and Maintenance Fund and the Improvement Fund may be maintained in a single account or separate accounts, but such account or accounts shall likewise be maintained separate and apart from all other accounts of the City (including, without limitation, any funds and accounts relative to any other utility of the City beyond the System) and apart from the Sinking Fund account or accounts. All moneys deposited in the funds and accounts continued and/or created by this Ordinance shall be deposited, held and secured as public funds in accordance with the public depository laws of the State; provided that moneys therein may be invested in obligations in

accordance with applicable laws, including IC 5-13, Chapters 1 through 4 of IC 5-1.2, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-12, IC 5-1.2-14 and/or IC 5-1.2-14.5, as amended or supplemented, and in the event of such investment, the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this Section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the funds and accounts continued and/or created by this Ordinance except that (a) the Sinking Fund and Construction Account shall be maintained as a separate bank account from the other funds and accounts of the Sewage Works and (b) the other funds and accounts of the Sewage Works shall be maintained as a separate bank account from the other funds and accounts of the City, including, without limitation, any other funds and accounts for any other utility of the City beyond the System; provided, however, to the extent the City does not maintain separate accounts or subaccounts for the revenues and expenses of the Sewage Works, it covenants and agrees that it has adopted sufficient accounting and/or bookkeeping practices to accurately track all revenues and expenses of the Sewage Works.

SECTION 16. 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 the Sewage Works, all disbursements made on account of the Sewage Works and all other transactions relating to the Sewage Works. There shall be furnished, upon written request, to any owner of the Bonds, the most recent audit report of the System prepared by the State Board of Accounts. Copies of all such statements and reports shall be kept on file in the office of the Controller. If the BANs or the Bonds are sold to the Indiana Finance Authority, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Sewage Works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts; provided, however, to the extent the City does not maintain separate accounts or subaccounts for the revenues and expenses of the Sewage Works, it covenants and agrees that it has adopted sufficient accounting and/or bookkeeping practices to accurately track all revenues and expenses of the Sewage Works.

SECTION 17. Rate Covenant. The City covenants and agrees that it will establish and maintain reasonable and just rates and charges for the use of and the service rendered by the Sewage Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Sewage Works, or that in any way uses or is served by the Sewage Works, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the City), provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Indiana Finance Authority as part of its IFA Program, to provide for Operation and Maintenance (as defined in the Financial Assistance Agreement) of the Sewage Works, to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement and all obligations of the Sewage Works and of the City with respect to the Sewage Works including the Prior Bonds, the Bonds to be issued pursuant to this Ordinance and any hereafter issued Future Parity Bonds. Such rates and 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 and Maintenance

of the Sewage Works and the requirements of the Sinking Fund or any BANs. The rates and charges so established shall apply to any and all use of the Sewage Works by and service rendered to the City and shall be paid by the City as the charges accrue.

SECTION 18. Defeasance of Bonds. If: (i) any of the Bonds 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, the premium, if any, and the interest, so due and payable upon all of the Bonds or any designated portion thereof then outstanding shall be paid; or (ii) the City shall cause to be held in trust for the purpose of paying when due the principal of, premium, if any, and interest on the Bonds or any designated portion thereof, money, together with 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 be sufficient, without reinvestment, to make such payments, and provision shall also be made for paying all fees and expenses for the redemption of such Bonds; then and in that case, such Bonds shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the Sewage Works.

SECTION 19. Additional BANs and Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on parity with the BANs. The City reserves the right to authorize and issue Future Parity Bonds for the purpose of financing the cost of future additions to, extensions of 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 Net Revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof.

(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 authorized by this Ordinance shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding Future Parity Bonds and the Future Parity Bonds proposed to be issued; or, prior to the issuance of said Future Parity Bonds, the sewage rates and charges shall be increased sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding Future Parity Bonds and the Future Parity Bonds proposed to be issued. In addition, for purposes of this subsection, with respect to any Future Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Indiana Finance Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Indiana Finance Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Future Parity Bonds without satisfying this subsection (b). For purposes of this subsection, the records of the Sewage Works shall be analyzed and all showings shall be prepared by a certified public accountant or

nationally recognized firm of professionals experienced at analyzing financial records of municipal utilities retained by the City for that purpose.

(c) The principal of, or mandatory sinking fund redemption dates for, the Future Parity Bonds shall be payable annually on July 1 and interest on the Future Parity Bonds shall be payable semiannually on January 1 and July 1.

(d) The Reserve Requirement is proportionately increased in accordance with the provisions of Section 13(c) of this Ordinance and the City covenants to make equal monthly deposits into the Reserve Account over a sixty (60) month period sufficient to make the amount therein equal to the Reserve Requirement.

(e) If the Bonds are sold to the Indiana Finance Authority: (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 the Financial Assistance Agreement and this Ordinance; and (iii) the City is in compliance with its Sewage Works permits, except for noncompliance, the elimination of which is a purpose for which the Future Parity Bonds, including any refunding bonds, are issued, so long as such issuance constitutes part of an overall plan to eliminate such noncompliance.

(f) Future Parity Bonds may also be issued to refund less than all of the then outstanding bonds issued pursuant to this Ordinance or ranking on parity therewith, but any such refunding bonds shall be subject to the conditions in this section unless the bonds being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing bonds. In computing the maximum annual interest and principal requirements pursuant to subsection (b), the interest on and principal of the refunding bonds shall be substituted for the interest on and principal of the bonds being refunded.

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

(a) All contracts let by the City in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of such contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State in the case of public contracts and shall be governed in all respects by the laws of the State relating to public contracts.

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

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

(d) So long as any of the BANs or the Bonds are outstanding, the City shall acquire and maintain insurance on the insurable parts of the Sewage Works, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business, and if the BANs or Bonds are sold to the Indiana Finance Authority, the City shall acquire and maintain insurance coverage acceptable to the Indiana Finance Authority. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State. As an alternative to maintaining such insurance but only if the Bonds are not sold to the Indiana Finance Authority, the City may maintain a self-insurance program with catastrophic or similar coverage so long as such program meets the requirements of any applicable laws or regulations and is maintained in a manner consistent with programs maintained by similarly situated municipalities. All insurance or self-insurance proceeds or condemnation proceeds shall be used in replacing or restoring the Sewage Works or, if the Bonds are not sold to the Indiana Finance Authority, shall be deposited in the Sinking Fund.

(e) So long as any of the BANs or the Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the property and plant of the Sewage Works or any portion thereof or any interest therein, and if the BANs or the Bonds are sold to the Indiana Finance Authority, the City shall not do so, without the prior written consent of the Indiana Finance Authority. The City shall not sell, lease or otherwise dispose of any part of the Sewage Works, except for such machinery, equipment or other property as may be replaced or shall no longer be necessary for use in connection with the Sewage Works, and if the BANs or the Bonds are sold to the Indiana Finance Authority, the City shall not do so, without the prior written consent of the Indiana Finance Authority.

(f) Except as otherwise specifically provided in Section 19 hereof, so long as any of the BANs or the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the Sewage Works shall be authorized, executed, or issued by the City, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the BANs and the Bonds are redeemed or defeased pursuant to Section 4 hereof coincidentally with the delivery of such additional bonds or other obligations.

(g) If the BANs or the Bonds are sold to the Indiana Finance Authority, except as otherwise specifically provided in Section 19 hereof, the City shall not without the prior written consent of the Indiana Finance Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Sewage Works other than for normal operating expenditures or (ii) borrow any money (including without limitation any loan from other utilities operated by the City).

(h) The provisions of this Ordinance shall constitute a contract by and between the City and the owners of the BANs and the Bonds, all the terms of which shall be enforceable by any holder of the BANs or the Bonds by any and all appropriate proceedings at law or in equity. After the issuance of the BANs or the Bonds, this Ordinance shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the owners of the BANs or the Bonds, nor shall the Common Council or any other body of the City adopt any law, ordinance or resolution which in any way materially adversely affects the rights of such owners so long as any of the BANs or the Bonds remain outstanding. Except for the changes set forth in Section 24(a)(1)-(7) of this Ordinance, this Ordinance may be amended, however, without the consent of the BAN

or the Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not materially adversely affect the rights of any of the owners of the BANs or the Bonds; provided, however, that if the BANs or the Bonds are sold to the Indiana Finance Authority, the City shall obtain the prior written consent of the Indiana Finance Authority.

(i) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the BANs and the Bonds for the uses and purposes set forth herein, and the owners of the BANs and the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund or the Improvement Fund for the uses and purposes of such funds as set forth in this Ordinance. The owners of the BANs and the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer the Sewage Works, in the event of default in the payment of the principal of or interest on any of the Bonds. Upon the appointment of such receiver, the receiver may: (i) charge and collect rates sufficient to provide for the payment of the expenses of the operation, repair and maintenance of the Sewage Works and debt service as provided in the next following clause (ii); (ii) pay the interest on the BANs or the principal of, premium, if any, and interest on any bonds payable from Net Revenues; and (iii) apply the revenues of the Sewage Works in conformity with the Act and this Ordinance. In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the City, the Common Council or any officer of the City, including the making and collecting of reasonable and sufficient charges and rates for services provided by the Sewage Works.

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

(k) None of the provisions of this Ordinance shall be construed as requiring the expenditure of any funds of the City derived from any source other than the proceeds of the BANs, the Bonds or the operations of the Sewage Works.

(l) 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.

(m) For purpose of this Section 20, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for periodic payments made from the revenues of the Sewage Works, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease,

operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

SECTION 21. Investment of Funds.

(a) The Controller is hereby authorized pursuant to IC 5-1-14-3, as amended, to invest moneys pursuant to the provisions of this Ordinance (subject to applicable requirements of federal law to insure the yields on such investments are equal to the then current market rates) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the BANs or the Bonds under federal law.

(b) The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts continued by this Ordinance. 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 described above. The Controller may pay the fees of such consultants or attorneys as operation expenses of the Sewage Works.

SECTION 22. Tax Covenants. In order to preserve the exclusion of interest on the BANs and the 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 BANs or the Bonds, as the case may be (the "Code"), and as an inducement to the purchasers of the BANs and the Bonds, the City represents, covenants and agrees that:

(a) The use of the Sewage Works will be based upon arrangements providing for use that is available to the general public on the basis of rates that are generally applicable and uniformly applied, and, to the extent so used, such use shall constitute general public use. 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 BANs or the Bonds or the property financed by the BAN or Bond proceeds, other than in a manner constituting general public use. No person or entity, other than the City or another state or local governmental unit, will own property financed by the BAN or Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, management, service or incentive payment contract, 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 general public use, unless such uses in the aggregate relate to no more than 10% of the proceeds of the BANs or the Bonds, as the case may be. If the City enters into a management contract for all or a portion of the Sewage Works, the terms of the contract will comply with the Treasury Regulations issued by the United States Department of the Treasury (the "Regulations") and IRS Revenue Procedure 2017-13, and as such may hereafter be further amended, supplemented or superseded from 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 the aggregate will not relate to more than ten percent (10%) of the proceeds of the BANs or the Bonds.

(b) No more than ten percent (10%) of the principal of or interest on the BANs or the Bonds is (under the terms of the BANs, the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for 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 property or borrowed money used or to be used for a private business use.

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

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

(e) No more than five percent (5%) of the proceeds of the BANs or the Bonds will be attributable to private business use as described in paragraph (a) above and private security or payments described in paragraph (b) above 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 issues and use that is related but disproportionate to any governmental use of those proceeds.

(f) The City will not take any action or fail to take any action with respect to the BANs or the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the BANs or the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this Ordinance if the interest on any BANs or Bonds 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 BANs or the Bonds, as the case may be.

(h) The City represents that it will rebate any arbitrage profits to the United States of America to the extent required by the Code and the Regulations.

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

(j) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections"), which are designed to preserve the exclusion of interest on the BANs and 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.

SECTION 23. Supplemental Ordinances. Without notice to or consent of the owners of the Bonds or BANs herein authorized, the City may, from time to time and at any time, adopt an ordinance or ordinances supplemental hereto (which supplemental ordinance or ordinances shall thereafter form a part hereof) for any of the following purposes; provided, however, that if the Bonds or BANs are sold to the Indiana Finance Authority, the City shall obtain the prior written

consent of the Indiana Finance Authority before adopting any ordinance or ordinances supplemental hereto:

(i) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance or to make any other change authorized herein;

(ii) To grant to or confer upon the owners of the Bonds and BANs any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds and BANs or to make any change which, in the judgment of the City, is not to the prejudice of the owners of the Bonds or BANs;

(iii) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds or BANs for sale under the securities laws of the United States of America or of any of the states of the United States of America or to obtain or maintain bond insurance or other credit enhancement with respect to payments of principal of and interest on Bonds or BANs;

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

(v) To procure a rating on the Bonds from a nationally recognized securities rating agency or agencies designated in such supplemental ordinance if such supplemental ordinance will not adversely affect the owners of the Bonds or any other bonds ranking on a parity with such Bonds; or

(vi) To accomplish any other purpose which, in the judgment of the City, does not adversely affect the interests of the owners of the Bonds or BANs.

SECTION 24. Amendments with Consent of Bondholders.

(a) Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the BANs or the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Common Council of such ordinance or ordinances supplemental hereto or amendatory hereof, 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 any supplemental ordinance; provided, however, that if the BANs or Bonds are sold to the Indiana Finance Authority, the City shall obtain the prior written consent of the Indiana Finance Authority; and provided, further, that that nothing herein contained shall permit or be construed as permitting:

(1) An extension of the maturity of the principal of or the due date of interest on any BAN or Bond; or

(2) A reduction in the principal amount of any BAN or Bond or the redemption premium or the rate of interest thereon; or

(3) The creation of a lien upon or a pledge of the revenues or Net Revenues of the Sewage Works ranking prior to the pledge thereof created by this Ordinance; or

(4) A preference or priority of any BAN or BANs over any other BAN or BANs or of any Bond or Bonds over any other Bond or Bonds; or

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

(6) A reduction in the Reserve Requirement; or

(7) The extension of mandatory sinking fund redemption dates for the Bonds, if any.

(b) If the owners of not less than a majority in aggregate principal amount of the Bonds or BANs 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 Clerk, no owner of any Bond or BAN shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Common Council from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of Bonds or BANs then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and the owners of the Bonds or BANs, and the terms and provisions of the Bonds or BANs and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City and the owners of all the Bonds or BANs then outstanding.

SECTION 25. Issuance of BANs.

(a) The City, having satisfied all the statutory requirements for the issuance of the Bonds, may elect to issue the BAN or BANs to a financial institution, the Indiana Finance Authority, the Indiana Bond Bank, the State or any other purchaser (if then authorized by State law), pursuant to a Bond Anticipation Note Purchase Agreement (the "Bond Anticipation Note Agreement") to be entered into between the City and the purchaser of the BAN or BANs, but only if such Agreement is deemed necessary by Bond Counsel. If the BANs are sold to the Indiana Finance Authority through the IFA Program, the Financial Assistance Agreement shall serve as the Bond Anticipation Note Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available and, if deemed appropriate, to refund such BAN or BANs and to pay the costs of issuance of the BANs. It shall not be necessary for the City to repeat the procedures for the issuance of the Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Clerk are hereby authorized and directed to execute a Bond Anticipation Note Agreement or Financial Assistance Agreement, if any, in such form or substance

as they shall approve, acting upon the advice of Bond Counsel. The Mayor, the Controller and the Clerk may take such other actions or execute and deliver such certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as any one of them deem necessary or desirable in connection therewith.

SECTION 26. Continuing Disclosure. If necessary in order for the purchaser of the BANs or the Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the Mayor and the Clerk are hereby authorized to execute and deliver, in the name and on behalf of the City, (i) an agreement by the City to comply with the requirements for a continuing disclosure undertaking of the City pursuant to subsection (b)(5) or (d)(2) of the Rule, and (ii) amendments to such agreement from time to time in accordance with the terms of such agreement (the agreement and any amendments thereto are collectively referred to herein as 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 remedies for any failure of the City to comply with and carry out the provisions of the Continuing Disclosure Agreement shall be as set forth therein.

SECTION 27. Junior Bonds. Notwithstanding any other provisions of this ordinance, if the Net Revenues are insufficient to satisfy the conditions of the Prior Ordinances to issue the Bonds on a parity basis with the Prior Bonds (the "ABT of the Prior Bonds"), then the pledge of Net Revenues to the Bonds shall be junior and subordinate to the pledge thereof to the Prior Bonds (the "Junior Bonds"). If Junior Bonds are issued, the terms of this Section shall control to the extent such terms conflict with other provisions of this Ordinance.

The Bond and Interest Account of the Sinking Fund shall consist of two (2) Bond and Interest Subaccounts designated as the "Prior Bonds Bond and Interest Subaccount" and the "2026 Bond and Interest Subaccount." Net Revenues in the amount required by the Prior Ordinances shall be credited to the Prior Bonds Bond and Interest Subaccount prior to any credits to the 2026 Bond and Interest Subaccount. After meeting the deposits required for the Prior Bonds Bond and Interest Subaccount, any remaining Net Revenues shall be credited to the 2026 Bond and Interest Subaccount.

The Reserve Account of the Sinking Fund shall consist of two (2) Reserve Subaccounts designated as the "Prior Bonds Reserve Subaccount" and the "2026 Reserve Subaccount." The monies in the Prior Bonds Reserve Subaccount shall only be available to pay the debt service on the Prior Bonds. The monies in 2026 Reserve Subaccount shall only be available to pay the debt service on the Bonds.

If the City is able to satisfy the ABT of the Prior Bonds during the term of the Junior Bonds, then upon proof of such satisfaction (including the Finance Authority's consent), the Junior Bonds shall be deemed to be on parity with the Prior Bonds. Upon such change in parity status, the pledge of Net Revenues to payment of the Bonds shall be on parity with the pledge thereof to the payment of the Prior Bonds, the Prior Bonds Bond and Interest Subaccount and the 2026 Bond and Interest Subaccount shall be merged into the Bond and Interest Account, the Prior Bonds Reserve Subaccount and the 2026 Reserve Subaccount shall be merged into the Reserve Account.

SECTION 28. Other Actions. Each of the proper officers of the City is hereby authorized and directed, for and on behalf of the City, to execute and deliver any agreement, certificate or other instrument, including without limitation any financial assistance agreement, escrow agreement, continuing disclosure agreement, agreement with any Bond Insurer, agreement with any Rating Service, preliminary official statement or official statement, or take any other action which such officer determines to be necessary or desirable to carry out the transactions contemplated by this Ordinance, which determination shall be conclusively evidenced by such officer's having executed such agreement, certificate or other instrument or having taken such other action, and any such agreement, certificate or other instrument heretofore executed and delivered and any such other action heretofore taken are hereby ratified and approved.

SECTION 29. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 30. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

SECTION 31. Conflicting Ordinances. All prior ordinances and parts of prior ordinances, except for the Prior Ordinances, insofar as they are in conflict herewith, are hereby repealed; provided, however, that this Ordinance shall not be deemed in any way to repeal, amend, alter or modify any of the Prior Ordinances, nor be construed as adversely affecting the rights of any of the owners of the outstanding Prior Bonds.

SECTION 32. Effective Date. This Ordinance shall be in full force and effect from and after its passage and compliance with the procedures required by law.

Passed and adopted this ___ day of _____, 2026, by a vote of _____ ayes and _____ nayes.

COMMON COUNCIL OF THE
CITY OF WEST LAFAYETTE, INDIANA

_____
Presiding Officer

ATTEST:

_____
Clerk

Presented by me to the Mayor of the City of West Lafayette, Indiana, on the _____ day of _____, 2026, at the hour of _____:_____ m.

_____
Clerk

This Ordinance approved and signed by me, the Mayor of the City of West Lafayette, Indiana, on the ____ day of _____, 2026, at the hour of _____:_____m.

_____
Mayor

SCHEDULE OF EXHIBITS

EXHIBIT A – Planning and Design of Project Description

EXHIBIT B – Form of Bond

EXHIBIT C – Form of Financial Assistance Agreement

EXHIBIT A

PLANNING AND DESIGN OF PROJECT DESCRIPTION

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

Expansion of the existing Water Resource Recovery Facility, increasing the design average flow from 10.5 million gallons per day (MGD) to 15 MGD, and increasing the design peak flow from 22.5 MGD to 27 MGD. The Project includes, but is not limited to, the following items:

- Demolition of existing primary clarifiers;
- Demolition of the existing food waste receiving station;
- Modifications to the existing grit building, including two (2) new grit classifiers;
- Modifications to the existing main pump station, including four (4) new raw wastewater pumps;
- Expansion of and modifications to the existing (5) aeration tanks;
- Modifications to the existing blower building, including two (2) new blowers and five (5) new return activated sludge pumps;
- One (1) new secondary clarifier;
- New disinfection building;
- Modifications to the existing maintenance garage including a new rotary drum thickener;
- One (1) new anaerobic digester and digester control building;
- Modifications to the existing digester control building and two (2) anaerobic digesters;
- New digested sludge holding tanks;
- New centrifuge dewatering and biosolids storage building;
- New food waste receiving station.

EXHIBIT B

FORM OF BOND

(Attached)

No. 2026 R-__

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF TIPPECANOE

CITY OF WEST LAFAYETTE, INDIANA

[JUNIOR] SEWAGE WORKS REVENUE BOND, SERIES 202_

Maturity Date	Interest Rate	Original Issue Date	Authentication Date	[CUSIP]
[See Exhibit A]	[See Exhibit A]			

Registered Owner:

Principal Sum:

The City of West Lafayette (the "City"), in Tippecanoe County, State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum specified above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for this Bond (as defined below), or its assigns,] on [the Maturity Date set forth above] or [(unless this Bond is 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 Interest 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 immediately 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, 20__, in which case it shall bear interest from the Original Issue Date, which interest is payable semiannually on January 1 and July 1 of each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of and premium, if any, on this Bond is payable at the designated office of _____ (the "Registrar" or the "Paying Agent"), in the _____ of _____ Indiana.] All payments of [principal of, premium, if any, and] interest on this Bond shall be paid by check mailed one business day prior to the interest payment date on the due date or, if such due

date is a day when financial institutions are not open for business, on the business day immediately after such due date to the Registered Owner hereof, as of the fifteenth day of the month immediately preceding such payment, at the address as it appears on the registration books kept by the [Controller of the City (the "Registrar" or the "Paying Agent") in the City] [Registrar]. [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 so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the City's [Junior] Sewage Works Revenue Bonds, Series 202_ (the "Bonds"), 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 within the meaning of the provisions and limitations of the constitution of the State, 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 (herein defined as the gross revenues of the Sewage Works (herein defined as the City's Sewage Works, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired), inclusive of System Development Charges (as defined in the hereinafter defined Ordinance), remaining after the payment of the reasonable expense of operation, repair and maintenance of the Sewage Works) and shall be on parity with the Prior Bonds (as defined in the Ordinance).

This Bond is one of an authorized series of Bonds of like tenor and effect, except as to numbering, interest rates per annum and dates of maturity, in the total amount of _____ Dollars ($ _____) lettered and numbered consecutively from R-1 and upward, issued for the purpose of providing funds to pay the cost of the acquisition of, and the construction and installation of certain improvements to, the Sewage Works, including, without limitation, the acquisition and installation of necessary equipment therefor and the making of other site improvements related thereto (the "Project"), [to refund interim notes issued in anticipation of the Bonds (the "BANs")] and to pay the costs of issuance of the Bonds [and the BANs], as authorized by: an ordinance adopted by the Common Council of the City on _____, 2026, entitled "AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE SEWAGE WORKS OF THE CITY OF WEST LAFAYETTE, INDIANA, THE ISSUANCE OF ADDITIONAL REVENUE BONDS TO FINANCE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND ALL MATTERS RELATED THERETO" (the "Ordinance"), and in strict compliance with the provisions of IC 36-9-23 as in effect on the issue date of this Bond (the "Act"). Capitalized terms not otherwise defined herein have the same meanings as ascribed to them in the Ordinance.

Pursuant to the provisions of the Ordinance and the Act, the principal of and interest on this Bond, the Prior Bonds (as defined in the Ordinance), all other Bonds, and any bonds hereafter issued ranking on parity therewith, are payable solely from a sinking fund continued by the Ordinance (the "Sinking Fund") to be funded from the Net Revenues of the Sewage Works, except to the extent payable from the proceeds of the Bonds.

The City irrevocably pledges the entire Net Revenues of the Sewage Works to the prompt payment of the principal of and interest on the Bonds and the Prior Bonds (on a junior and subordinate basis as to the Bonds, until the satisfaction of the ABT of the Prior Bonds, as defined in the Ordinance) and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by the Sewage Works as are sufficient in each year for the payment of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the Sewage Works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. The rates and charges shall be established, to the extent permitted by law, to produce Net Revenues sufficient to pay the annual debt service on all outstanding bonds. 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 shall be a default in the payment of the principal of or interest on the Bonds when due, the owner of this Bond shall have all of the rights and remedies provided for in the Act and the Ordinance, including the right to have a receiver appointed to administer the Sewage Works (but only in the event of a default in the payment of the principal of or the interest on the Bonds when due), and, by civil action, to protect and enforce rights granted by the Act or under the Ordinance in connection with any action or duty to be performed by the City, the Common Council or any officer of the City, including the making and collecting of reasonable and sufficient charges and rates for services provided by the Sewage Works.

The City further covenants that it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues to pay: (a) the principal of and interest on all Bonds, as such principal and interest shall come due; (b) the necessary fiscal agency charges for paying the principal of and interest on the Bonds; and (c) an additional amount to create and maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the Sewage Works.

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 **[**sixty (60)**]** **[**thirty (30)**]**, in whole or in part, **[**in the order of maturity as determined by the City**]** **[**in inverse order of maturity**]** and by lot within a maturity, at face value together with the following premiums:

__% if redeemed on _____, 20___ or thereafter
on or before _____, 20___
__% if redeemed on _____, 20___ or thereafter
on or before _____, 20___
__% if redeemed on _____, 20___, or thereafter

prior to maturity;

plus in each case accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the Indiana Finance Authority through its IFA Program and registered in the name of the Indiana Finance Authority, the Bond shall not be redeemable at the option of the City unless and until consented to by the Indiana Finance Authority.

[The Bonds maturing on _____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, plus accrued interest, on July 1 on the dates and in the amounts set forth below:

Year Amount

*

*Final Maturity.]

[In the event the 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 mandatory sinking fund redemption before selecting the Bonds by lot for optional 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)] [sixty-five (65)] days prior to such redemption date, not less than [thirty (30)] [sixty (60)] 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.

[The Bonds shall be called for redemption in multiples of $_____. The Bonds in denominations of more than $_____ shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $_____ within a maturity.] The Bonds may be redeemed in part. In the event of the redemption of the Bonds in part, upon surrender of the Bond to be redeemed, a Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, and the City shall have deposited in trust with [the Paying Agent] [its depository bank], an amount sufficient to pay this Bond or the redemption price, as the case may be, then the Registered Owner shall thereafter look only to the funds so deposited in trust with [the Paying Agent] [such depository bank] for payment and the City shall have no further obligation or liability with 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 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 the Paying Agent 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, premium, if any, and interest due hereon.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of $_____ or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

THE REGISTERED OWNER, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. This Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance. The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance if the City determines, in its sole discretion, that the amendment shall not materially adversely affect the rights of any of the owners of the Bonds.

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

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

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

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its corporate name and on its behalf by the manual or facsimile signature of its Mayor, have its corporate seal affixed hereunto, imprinted or impressed by any means, and be attested manually or by facsimile by its Clerk.

CITY OF WEST LAFAYETTE, INDIANA

[SEAL]

By:_____
Mayor

Attest:

By:_____
Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

[_____

, as Registrar]

[_____ ,
as Registrar

By
Authorized Representative]

ABBREVIATIONS

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

TEN COM	as tenants in common
TENT ENT	as tenants by the entireties
JT TEN	as joint tenants with right of survivorship and not as tenants in common
UNIF TRAN MIN ACT	Custodian (Cust) (Minor)
	under Uniform Transfers to Minors Act of
	(State)

Additional abbreviations may also be used although not in the list above

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

(Please print or typewrite name, address and social security or other identifying number of the assignee and insert number for the first named transferee if held by joint account)

the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, as attorney to transfer the within Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

REGISTERED OWNER:

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 whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

Signature guaranteed by:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

CITY OF WEST LAFAYETTE, INDIANA

[JUNIOR] SEWAGE WORKS REVENUE BOND, SERIES _____

Year	**Principal Amount**

EXHIBIT C

FORM OF FINANCIAL ASSISTANCE AGREEMENT

(Attached)

STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM

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

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

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

WHEREAS, the Participant has previously entered into (i) two (2) Financial Assistance Agreements with the Finance Authority, dated as of October 31, 2012 and December 15, 2014, each to borrow money from the Drinking Water SRF Program, to construct and acquire separate projects as described and defined therein (the "Prior DW Agreements") and (ii) a Amended and Restated Financial Assistance Agreement with the Finance Authority, dated as of December 3, 2025, to borrow money from the Wastewater SRF Program, to construct and acquire separate projects as described and defined therein (the "Prior WW Agreements" and, together with the Prior DW Agreements, collectively, the "Prior Agreements"); and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"**Credit Instrument**" means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of Indiana.

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

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

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

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

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

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

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

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

Section 2.02. The Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until

the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

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

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

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

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

(l) Comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d et seq., the Age Discrimination Act of 1975, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal

Water Pollution Control Act Amendments of 1972, Public Law 92-500, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

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

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

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds $1,000,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a “Super Circular”) matters in which SRF Federal financial assistance was less than $1,000,000.

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

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a “Disqualified Instrument”), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be

included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

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

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

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

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all

obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

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

(y) Comply with Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans (Section 306 of the Clean Air Act and Section 508 of the federal Clean Water Act.

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

Section 3.02A. Special Covenants. The parties agree that until the Participant can satisfy the ABT of the Prior Bonds (as defined in Authorizing Instrument), the pledge of Net Revenues (as defined in the Authorizing Instrument) to the payment of the Bonds shall be junior and subordinate to the pledge of Net Revenues to the Prior Bonds (as defined in the Authorizing Instrument).

The Participant agrees it shall on April 1, 2032 (or such other date as determined by the Finance Authority) provide evidence satisfactory to the Finance Authority demonstrating satisfaction of the ABT of the Prior Bonds. To the extent the Finance Authority determines, in its sole discretion, that such evidence satisfies the ABT of the Prior Bonds, the Finance Authority shall provide its written consent to the elevation of the pledge of Net Revenues to the Bonds, to be on parity with the Prior Bonds. To the extent the Finance Authority determines, in its sole discretion, that such evidence does not satisfy the ABT of the Prior Bonds, the Participant agrees it shall re-submit such evidence on each April 1 thereafter until the Finance Authority determines, in its sole discretion, that such evidence results in satisfaction of the ABT of the Prior Bonds.

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

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

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

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

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

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

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

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

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

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

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan

proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

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

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

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

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

(b) The Participant covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Participant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics

in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Agreement, including for purposes of I.C. 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Finance Authority and any applicant or employee of the Participant or any of its contractors or subcontractors for the Project.

(c) Participant covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Participant's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of I.C. 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Finance Authority and any applicant or employee of the Participant or any of its contractors or subcontractors for the Project.

(End of Article III)

ARTICLE IV

DEFAULTS

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

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

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

(End of Article IV)

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

City of West Lafayette, Indiana
222 N. Chauncey Ave.
West Lafayette, Indiana 47906
Attention: Controller

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

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $2,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $2,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan, which may be paid from a Loan disbursement.

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

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

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

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

(End of Article V)

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

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

CITY OF WEST LAFAYETTE, INDIANA	**INDIANA FINANCE AUTHORITY**
"Participant"	"Finance Authority"
By: _____	By: _____
Printed: _____	James P. McGoff Public Finance Director of the State of Indiana
Title: _____	
Attest: _____	

EXHIBIT A
Project Description

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

Expansion of the existing Water Resource Recovery Facility, increasing the design average flow from 10.5 million gallons per day (MGD) to 15 MGD, and increasing the design peak flow from 22.5 MGD to 27 MGD. The Project includes, but is not limited to, the following items:

- Demolition of existing primary clarifiers;
- Demolition of the existing food waste receiving station;
- Modifications to the existing grit building, including two (2) new grit classifiers;
- Modifications to the existing main pump station, including four (4) new raw wastewater pumps;
- Expansion of and modifications to the existing (5) aeration tanks;
- Modifications to the existing blower building, including two (2) new blowers and five (5) new return activated sludge pumps;
- One (1) new secondary clarifier;
- New disinfection building;
- Modifications to the existing maintenance garage including a new rotary drum thickener;
- One (1) new anaerobic digester and digester control building;
- Modifications to the existing digester control building and two (2) anaerobic digesters;
- New digested sludge holding tanks;
- New centrifuge dewatering and biosolids storage building;
- New food waste receiving station.

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

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

[End of Exhibit A]

EXHIBIT B
Principal Payment Schedule for the Bonds

Maturity Date	**Principal Amount**
07/01/2027	$
07/01/2028	
07/01/2029	
07/01/2030	
07/01/2031	
07/01/2032	
07/01/2033	
07/01/2034	
07/01/2035	
07/01/2036	
07/01/2037	
07/01/2038	
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07/01/2050	
07/01/2051	
07/01/2052	
07/01/2053	
07/01/2054	
07/01/2055	
07/01/2056	
07/01/2057	
07/01/2058	
07/01/2059	
07/01/2060	
07/01/2061	
TOTAL	**$**

[End of Exhibit B]

EXHIBIT C
Credit Instrument

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

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

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

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

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

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

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

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

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

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

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

The Participant further understands and agrees that it shall comply with (i) Executive Order 14030, regarding Climate-Related Financial Risk, (ii) Executive Order 13690, regarding Flood Risk Management Standards and (iii) The Uniform Relocation and Real Property Acquisition Policies Act.

The Participant further understands that the Project is being financed, in whole or in part, with BIL funds, and therefore must meet the signage requirement as set forth in the United States Environmental Protection Agency's June 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements.

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

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

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

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

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

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

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

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

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

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

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

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

[End of Exhibit D]

RESOLUTION BW-2026-01

RESOLUTION APPROVING THE ISSUANCE OF SEWAGE WORKS REVENUE BONDS

WHEREAS, it is necessary for the City of West Lafayette, Indiana (the "City") to construct additions and improvements to the sewage works of the City of West Lafayette, Indiana, and to provide for the issuance of revenue bonds to provide the cost thereof; and

WHEREAS, plans, specifications, estimates and other relevant planning documentation have been or will be prepared and filed by Wessler Engineering, Inc. (the "Project Engineer"), the engineers employed by the City for the planning, design, bidding and construction phase management of said improvements and extensions (as more fully set forth in summary fashion in Exhibit A hereto and made a part hereof) (the "Project"); and

WHEREAS, based upon the estimates and other information provided to the City by the Project Engineers, the estimated costs of the Project, including engineering, municipal advisory and legal fees, is in the estimated amount not to exceed Ninety-Five Million Dollars ($95,000,000); and

WHEREAS, the City has no funds on hand available to apply on the costs of the Project and that it is necessary to finance the entire costs thereof by the issuance of sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed Ninety-Five Million Dollars ($95,000,000) (the "Bonds") and, if necessary, bond anticipation notes in an aggregate principal amount not to exceed Ninety-Five Million Dollars ($95,000,000) (the "BANs").

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of West Lafayette, Indiana (the "Board"), that the Board recommends to the Common Council of the City that it adopt an Ordinance approving the issuance of the Bonds, and, if necessary, the BANs.

Resolution BW 2026-01: Resolution Approving the Issuance of Sewage Works Bonds

EFFECTIVE September 29, 2026

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

Sana G. Booker, President

M. Michelle Dearing, Member

Thomas L. Gilliom, Member

ABSENT
Thomas J. Kent, Member

ABSENT
Jeffrey W. Love, Member

Attest:

Ashlyn R. Horn, Deputy Clerk

CITY OF WEST LAFAYETTE SEAL Clerk INDIANA

EXHIBIT A

Description of Project

The Project includes, but is not limited to, expansion of the existing Water Resource Recovery Facility, increasing the design average flow from 10.5 million gallons per day (MGD) to 15 MGD, and increasing the design peak flow from 22.5 MGD to 27 MGD. The Project includes, but is not limited to, the following items:

- Demolition of existing primary clarifiers;
- Demolition of the existing food waste receiving station;
- Modifications to the existing grit building, including two (2) new grit classifiers;
- Modifications to the existing main pump station, including four (4) new raw wastewater pumps;
- Expansion of and modifications to the existing (5) aeration tanks;
- Modifications to the existing blower building, including two (2) new blowers and five (5) new return activated sludge pumps;
- One (1) new secondary clarifier;
- New disinfection building;
- Modifications to the existing maintenance garage including a new rotary drum thickener;
- One (1) new anaerobic digester and digester control building;
- Modifications to the existing digester control building and two (2) anaerobic digesters;
- New digested sludge holding tanks;
- New centrifuge dewatering and biosolids storage building;
- New food waste receiving station.

Submitted by Reiling Teder & Schrier
on behalf of Sullivan Developers, LLC

ORDINANCE NO. 23-2026

AN ORDINANCE VACATING A PUBLIC ALLEY

WHEREAS, after due Notice and Public Hearing, the Common Council of the City of West Lafayette did consider on the ____ day of _____ 2026, the following questions set forth in the Petition to Vacate Right-of-Way filed by Sullivan Developers, LLC, an Indiana limited liability company ("Sullivan"):

1. Vacating a portion of public alley ("Vacated ROW") more particularly described and depicted in **EXHIBIT A** attached hereto and made a part hereof ("Vacation Exhibit").

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of West Lafayette, Indiana, that:

Section 1. Sullivan is the owner of the property having State Identification No. 79-07-19-279-009.000-026, 79-07-19-279-008.000-026, 79-07-19-279-007.000-026, 79-07-19-279-006.000-026, 79-07-19-279-005.000-026, 79-07-19-279-004.000-026, 79-07-19-279-003.000-026, 79-07-19-279-002.000-026 and 79-07-19-279-001.000-026 ("Sullivan Real Estate").

Section 2. The Sullivan Real Estate is the subject of the recently approved The Sullivan Planned Development (Z-2984).

Section 3. The portion of public alley shown on the Vacation Exhibit is hereby vacated and transferred and attach to the Sullivan Real Estate.

Section 4. The purpose of the vacation is that the Vacated ROW is being abandoned due to construction of the planned development.

Section 5. The Vacated ROW shall be closed as a public way upon vacation pursuant to this Ordinance.

Section 6. The Clerk of the City Council is directed to furnish a copy of this Ordinance, duly executed, to the Recorder of Tippecanoe County for recording, and to the Auditor of Tippecanoe County.

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

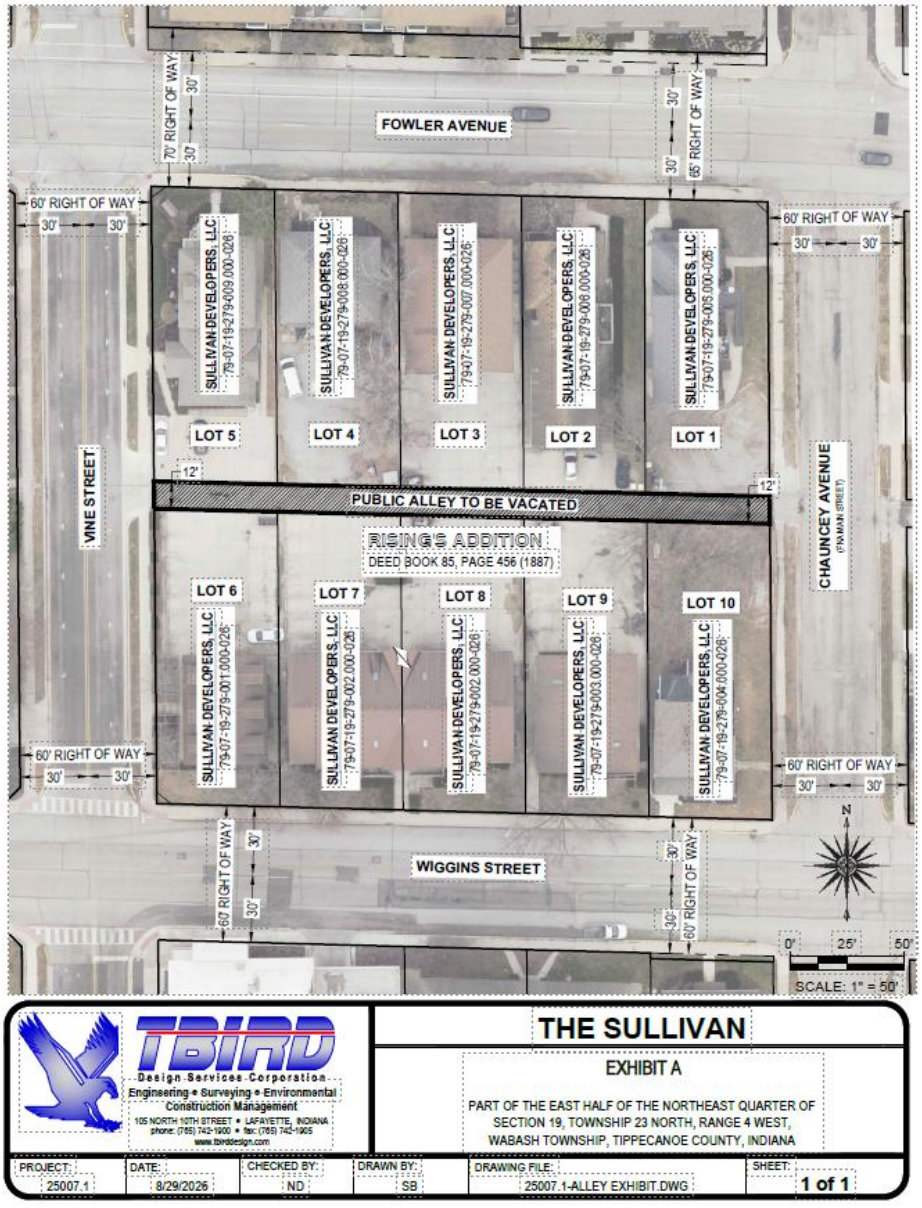
THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

EXHIBIT A



Legal Description – Public Alley Vacation

All that part of the 12-foot-wide public alley running easterly and westerly between Vine Street and Chauncey Avenue, being located southerly of and adjacent to the southerly bounds of Lots Numbered 1 through 5 and northerly of and adjacent to the northerly bounds of Lots Numbered 6 thru 10 in Rising's Addition to the Town of Chauncey (now City of West Lafayette) as depicted on the plat thereof, recorded in Deed Book 85, Page 456 in the Office of the Tippecanoe County Recorder.

Located in a part of the Northeast Quarter of Section 23, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana.

STATE OF INDIANA)
TIPPECANOE COUNTY, INDIANA)

BEFORE THE COMMON COUNCIL OF THE
CITY OF WEST LAFAYETTE, INDIANA

PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

COMES NOW Sullivan Developers, LLC, an Indiana limited liability company ("Sullivan") and hereby respectfully petitions the Common Council of the City of West Lafayette, Indiana ("Council") for the vacation of public right-of-way (alley) located within the City of West Lafayette, Indiana ("City") pursuant to IC 36-9-2-5 and IC 36-7-3-12 and more particularly described and depicted herein. In support, Sullivan states as follows:

VACATION OF PUBLIC ALLEY

1. Sullivan is the owner of the property having State Identification No. 79-07-19-279-009.000-026, 79-07-19-279-008.000-026, 79-07-19-279-007.000-026, 79-07-19-279-006.000-026, 79-07-19-279-005.000-026, 79-07-19-279-004.000-026, 79-07-19-279-003.000-026, 79-07-19-279-002.000-026 and 79-07-19-279-001.000-026 ("Sullivan Real Estate") which is the subject of the recently approved The Sullivan Planned Development (Z-2984). The Sullivan Real Estate is depicted on **EXHIBIT A** attached hereto and made a part hereof ("Vacation Exhibit").

2. A public alley is located between the Sullivan Real Estate. The legal description and depiction of same are attached hereto and made a part hereof as **EXHIBIT B** (the "Right-of-Way") and is being abandoned due to construction of the planned development.

3. Sullivan hereby requests that the portion of the public alley shown on the Vacation Exhibit be vacated. The vacated alley shall be transferred and attached to the Sullivan Real Estate.

4. All of the right-of-way being vacated is public right-of-way.

5. The proposed vacation will not hinder the growth or orderly development of the neighborhood in which the vacated areas are located or any property to which such areas are contiguous.

6. The proposed vacation will not make access to any lands by means of public way difficult or inconvenient.

7. The proposed vacations will not hinder the public's access to any church, school, or other public building or place.

8. The proposed vacations will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

9. A list of the names and addresses of (a) all owners of land abutting and/or across the road from the areas to be vacated pursuant to this Petition, and (b) the utility companies serving West Lafayette, Indiana, and who may have an interest in this Petition, is attached hereto and made a part hereof as **EXHIBIT C.**

WHEREFORE, Sullivan Developers, LLC requests that the Council enter an order of vacation in accordance with this Petition.

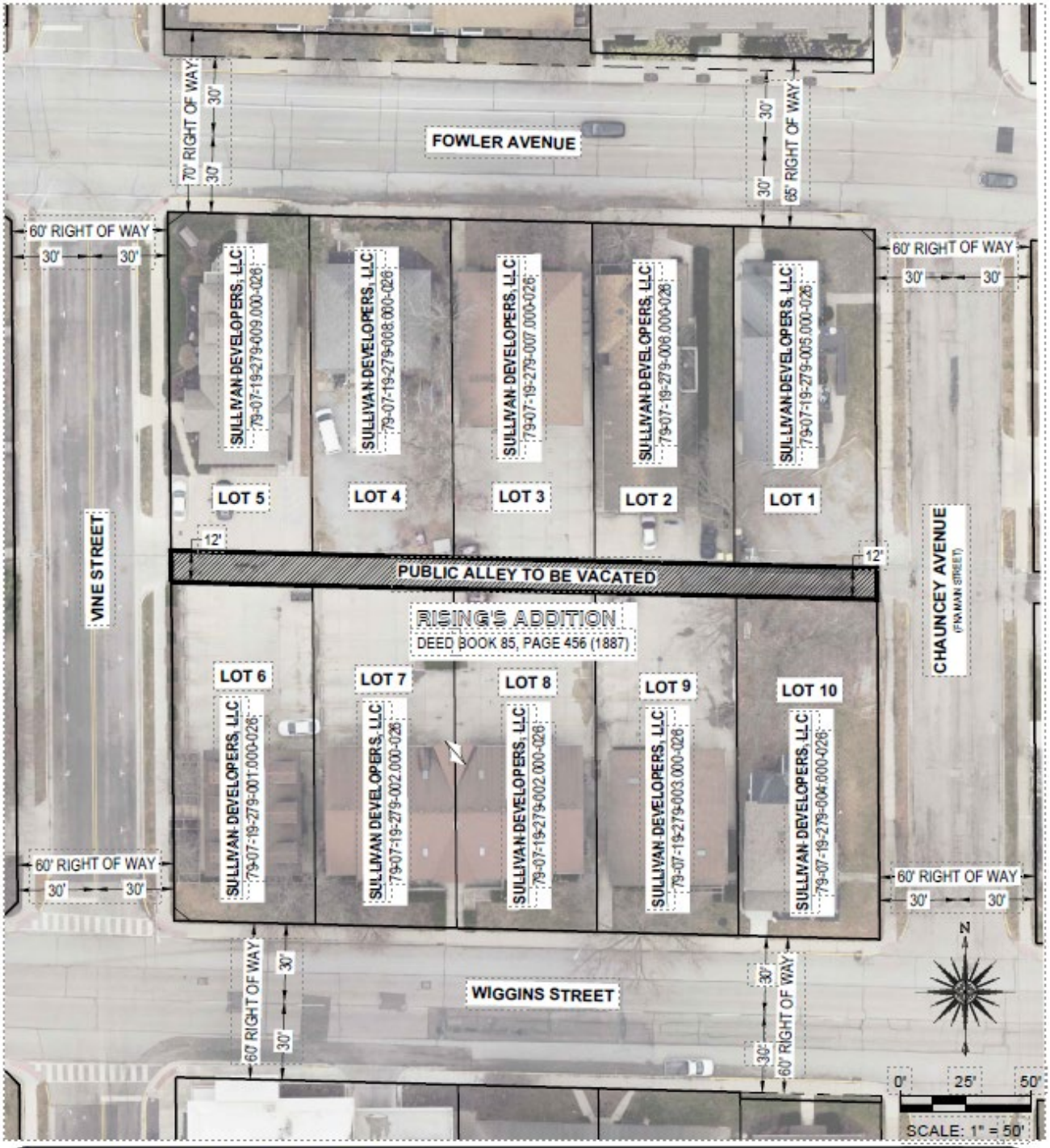
Sullivan Developers, LLC
An Indiana limited liability company

By: M. Shane O'Malley
(written)

M. SHANE O'MALLEY
(printed)

Its: MEMBER
(title)

This instrument prepared by:
Ryan C. Munden
Reiling Teder & Schrier, LLC
250 Main Street, Suite 601
P.O.Box280
Lafayette, IN 47902-0280
Telephone: (765) 423-5333
Facsimile: (765) 423-4564
E-mail: rcm@rtslawfirm.com



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THE SULLIVAN

EXHIBIT A

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 4 WEST, WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA

PROJECT:	DATE:	CHECKED BY:	DRAWN BY:	DRAWING FILE:	SHEET:
25007.1	8/29/2026	ND	SB	25007.1-ALLEY EXHIBIT.DWG	1 of 1

EXHIBIT B

Legal Description – Public Alley Vacation

All that part of the 12-foot-wide public alley running easterly and westerly between Vine Street and Chauncey Avenue, being located southerly of and adjacent to the southerly bounds of Lots Numbered 1 through 5 and northerly of and adjacent to the northerly bounds of Lots Numbered 6 thru 10 in Rising's Addition to the Town of Chauncey (now City of West Lafayette) as depicted on the plat thereof, recorded in Deed Book 85, Page 456 in the Office of the Tippecanoe County Recorder.

Located in a part of the Northeast Quarter of Section 23, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana.

EXHIBIT C

Interested Property Owners

"Sullivan Real Estate"

79-07-19-279-009.000-026
229 W Fowler Ave
West Lafayette, IN 47906

79-07-19-279-004.000-026
204 Wiggins St
West Lafayette, IN 47906

79-07-19-279-008.000-026
219 W Fowler Ave
West Lafayette, IN 47906

79-07-19-279-003.000-026
208 Wiggins St
West Lafayette, IN 47906

79-07-19-279-007.000-026
215 W Fowler Ave
West Lafayette, IN 47906

79-07-19-279-002.000-026
218 Wiggins St
West Lafayette, IN 47906

79-07-19-279-006.000-026
207 W Fowler Ave
West Lafayette, IN 47906

79-07-19-279-002.000-026
218 Wiggins St
West Lafayette, IN 47906

79-07-19-279-005.000-026
203 W Fowler Ave
West Lafayette, IN 47906

79-07-19-279-001.000-026
340 Vine St
West Lafayette, IN 47906

City of West Lafayette
222 N Chauncey Ave
West Lafayette, IN 47906

Utility Companies

CenterPoint Energy
Attn: Emily Henderson
2345 E Main Street
Danville, IN 46122

Comcast
Attn: Doug Fishburn
3465 South Street
Lafayette, IN 47905

Duke Energy
Attn: Brian Funlc
1000 E Main Street
Plainfield, IN 46168

Indiana American Water Company Inc.
Attn: Bryan Forkner
153 N. Emerson Avenue
Greenwood, IN 46143

Indiana American Water Company Inc.
Attn: Bryan Forkner
1007 Happy Hollow Drive
West Lafayette, IN 47906

Frontier Communications
Attn: Chuck McKean
401 Merritt 7
Norwalk, CT 06851

Metronet
Attn: Lori Kemper
3701 Communications Way
Evansville, IN 47715

West Lafayette Wastewater Treatment
Attn: David Henderson
500 S. River Road
West Lafayette, IN 47906

Tipmont Remc *I* Wintek
Attn: Matt Knoth and/or Joe Kline
427 N 6th Street
Lafayette, IN 47901

Wintek Corporation
Attn: Tipmont Holdings, Inc.
403 S. Main St.
Linden, IN 47955

West Lafayette Fire Department
Attn: Tony Schutter
300 North St.
West Lafayette, IN 47906

Sponsored by Councilor Stacey Burr

ORDINANCE NO. 24-2026

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE V OF THE CODE OF ORDINANCES OF THE CITY OF WEST LAFAYETTE, STATE OF INDIANA

WHEREAS, Chapter 6, Article V of the City of West Lafayette, State of Indiana (hereinafter referred to as the "City") Code of Ordinances governs "Rental Housing Inspection and Registration;"

WHEREAS, the City has had a "systematic inspection program and housing-property maintenance code enforcement" program in operation since August of 1976 (hereinafter referred to as the "Program");

WHEREAS, the Program requires, among other things, that persons owning or operating rental units in the City must register said rental units and submit them to inspection;

WHEREAS, the purpose of the Program is to promote the health and safety of residents of the City occupying rental housing, maintain the appearance of the City's residential neighborhoods, and preserve the residential property values throughout the City for the benefit of all the City's residents;

WHEREAS, Ind. Code § 36-1-20-1 *et seq*. permits the City to operate the Program;

WHEREAS, the Indiana State Legislature, during the 2026 legislative session, adopted House Enrolled Act No. 1001 (hereinafter referred to as "HEA 1001");

WHEREAS, HEA 1001 imposes reporting requirements pertaining to housing upon local units of government, including the City;

WHEREAS, these reporting requirements include, but are not limited to, a duty to report median rent prices and year over year change to the appropriate state agencies; and

WHEREAS, the City desires to amend Chapter 6, Article V to require persons owning or operating rental units in the City to furnish certain information as part of the Program to assist the City in complying with HEA 1001 and to otherwise assist the City in making informed decisions for the benefit of all city residents related to housing and rental housing specifically.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE that the following amendments are made to sections of the West Lafayette City Code (deletions indicated by ~~strikethrough~~; additions indicated by **bold**):

I. Chapter 6, Article V, Section 6-192(a) shall be amended as follows:

(a) The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Algorithmic Rent-Setting Software **means any software, app, AI agent, or digital device regardless if it is marketed as revenue management software, predictive analytics or leasing automation, that uses one or more algorithms to perform calculations on co-mingled or aggregated non-public competitor data concerning local, sub-market, or statewide rents, concession structure, or occupancy levels for the purpose of advising a landlord on whether to leave a unit vacant or on the amount of rent that the landlord may obtain for that unit. This definition shall include any technology product that incorporates such an algorithmic device regardless or whether a human operator retains final pricing discretion. This definition shall not include (A) market research report that publishes historically existing rental data in a retrospective aggregated manner but does not recommend future rent rates or occupancy levels for future leases; or (B) a product used for the establishing of rent or income limits in accordance with the affordable housing program guidelines of a local governmental unit, the state, the federal government, or other political subdivisions.**

Converted housing means any single-family dwelling physically changed to use as two or more units or a duplex physically changed to use as three or more units.

Duplex means a structure purpose built as two dwelling units.

Dwelling unit means the abode of a family; a single unit providing complete, independent facilities for the exclusive use of the household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Family means one or more persons all related by blood, marriage or adoption.

Guest means a person who temporarily resides (cumulatively no more than eight 24-hour days per calendar month) in a dwelling unit and does not utilize the unit as an address for any purpose.

Housing property maintenance code means the International Property Maintenance Code, 2018 edition, adopted by the city.

Initial inspection means a periodic systematic inspection of a rental property for the purpose of determining compliance with the housing-property maintenance code.

Initial rental conversion means the change of use of a single-family dwelling from owner occupied to use as a Category 1 rental unit.

Inspection and occupancy verification means a form prescribed by the city which contains information concerning the rental unit or rental unit community's most recent inspection and occupancy.

Maximum allowable occupancy means the maximum number of unrelated persons permitted to occupy a dwelling unit, determined under the housing-property maintenance code or the county unified zoning ordinance (Ordinance No. 32-97), whichever is less.

Occupant means any individual living or sleeping in a dwelling unit, other than a guest, having possession of a space within a dwelling unit or using the property as a legal address for any purpose.

Owner's agent means a person or entity that acts as property manager for the owner and can work with the program administrator to achieve full compliance of this article.

Person includes a corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

Professional real estate manager means a person who by the education, training, or experience is qualified to perform the functions necessary to manage rental units.

Program administrator means the person designated by the mayor to perform the duties as such under this chapter.

Purpose-built multi-unit housing means any building that was originally built for the purpose of multi-unit (three or more units) housing.

R-2 district means an R-2, R-2U or PD-R zoning district allowing single-family or two-family residences.

Registration means an annual filing certifying that a rental unit or rental unit community will be rented within the jurisdictional limits of the city and in compliance with this article.

Reinspection means an inspection of rental property to determine the owner's correction of code deficiencies cited during the initial inspection. Provisions for the notification of code deficiencies and time period for code compliance is made under section 6-203.

Rental unit is a term denoting any room, dwelling unit, rooming unit or portion thereof let or intended to be let to a family or person for compensation (which may include money or services and includes the sharing of expenses).

Rental unit community means one or more parcels of contiguous real property upon which are located one or more structures containing rental units, if: (1) the combined total of all rental units in all of the structures is five or more rental units; and (2) the rental units are not occupied solely by the owner or the owner's family.

Rooming unit means a room or suite of rooms forming a single, separate, habitable unit to be used for living, or for living and sleeping, but not for cooking and eating purposes.

Structure means that which is built or constructed and shall have a common roof.

(b) All other terms that are not defined in this article shall have the meanings assigned to them, in the following order, by the city housing and property maintenance code, the unified zoning ordinance or common usage.

II. Chapter 6, Article V, Section 6-193 shall be amended as follows:

(a) It shall be a violation of this article for any person to allow another person to occupy rental housing without a registration and a valid inspection and occupancy verification for such rental housing at the specific location set forth thereon, except in the following circumstances:

(1) *One- and two-family dwelling sales.* The sale of any one- or two-family dwelling intended for occupancy by the owner or owners of record which are to be occupied by the seller under a rental agreement for a period of less than ninety days following closing. The sale of any one- or two-family dwelling intended for occupancy under a lease with option to purchase agreement, life estate agreement or any other form of conditional sale agreement, shall require registration if legal or equitable ownership is not transferred in its entirety within ninety days of execution of the conditional sales agreement. Occupancy shall be as follows: Family plus two unrelated people or, in the case of no relation, three unrelated people.

(2) *Exchange student, visiting clergy, medical caregiver, childcare.* For an owner-occupied dwelling, additional occupancy by exchange students placed through a recognized education exchange student program, one visiting clergy or clerical aide to a local church or congregation, or one person to provide childcare or medically prescribed care.

(3) *Estate representative.* Occupancy by a personal representative, trustee, or guardian of the estate and their family where the dwelling was owner-occupied for the last year prior to the owner's death, and the occupancy does not exceed two years from the date of death of the owner by notifying the code enforcement department, on a form provided by the department, in writing, which notice includes the owner's name, date of death, and name of the person occupying the premises.

(b) On paper or digital forms provided by the program administrator, any person who allows another person to occupy rental housing shall provide and swear and affirm the accuracy of the following information as part of the registration process pursuant to the schedule contained in Chapter 6, Article V, Section 6-193(c) below:

(1) The following identifying information pertaining to the prospective rental unit or rental unit community for which the registration is being submitted shall be provided:

(A) The address;

(B) The parcel numbers

(C) The total number of buildings;

(D) The category;

(E) The zoning district; and

(F) The total units.

(2) The following identifying information pertaining to the owner of the prospective rental unit or rental unit community for which the registration is being submitted shall be provided:

(A) The owner’s name; If the owner is a business entity, the full corporate name of said entity and the business entity officer’s name.

(B) The owner address;

(C) The owner phone number;

(D) The owner fax number; and

(E) The email address.

(3) The following identifying information pertaining to the owner agent of the prospective rental unit or rental unit community for which the registration is being submitted shall be provided:

(A) The owner agent name;

(B) The owner agent address;

(C) The owner agent phone number;

(D) The owner agent fax number; and

(E) The owner agent email address.

(4) If the owner or owner agent is a business entity, the full corporate name of said entity.

(5) A statement of whether the prospective rental unit or rental unit community was used as a rental during the previous calendar year.

(6) If registration is being submitted for a rental unit community, the total number of rental units within the prospective rental unit community.

(7) Whether a building permit, certificate of occupancy, or certificate of completion and compliance has been issued in relation to the prospective rental unit or rental unit community in the last calendar year.

(8) A statement as to whether Algorithmic rent setting software has been utilized in the last five (5) years for the purpose of establishing rental rates for the prospective rental unit or rental unit community.

(9) A statement as to whether tenants are made aware that Algorithmic Rent Setting Software is being utilized by the owner or owner agent for the purpose of setting rental rates.

(10) The rent price for the prospective rental unit or, for a rental unit community, the median rent price for the last calendar year.

(11) If the prospective rental unit or rental unit community was sold during the last calendar year, the sale price.

(12) Acknowledgement that any changes of address of the prospective owner or owner agent will be provided within ten (10) days of said change.

(13) Authorization to the City to conduct an inspection of the rental unit or rental unit community pursuant to Chapter 6, Article V of the City Code.

(c) On paper or digital forms provided by the program administrator, any person who allows another person to occupy:

(1) a rental unit community or a purpose-built multi-unit housing which consists of more than fifty (50) beds shall annually provide the information contained in Chapter 6, Article V, Section 6-193 no later than October 1 of each calendar year.

(2) any other structure as rental housing shall provide the information contained in Chapter 6, Article V, Section 6-193 no later than October 1, starting in 2027.

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

Ordinance No 25-2026

Presented by the Controller

AN ORDINANCE TO SET THE 2027 SALARY SCHEDULE FOR ALL OFFICIALS AND EMPLOYEES OF THE CITY OF WEST LAFAYETTE, INDIANA

WHEREAS, the Mayor of the City of West Lafayette, Indiana, hereby fixes the salary schedule for all officials and employees of the City of West Lafayette, Indiana, for the year 2027, and requests that such salary ranges for each position be approved by the Common Council, as required by Indiana Code 36-4-7-3 and 36-8-3-3. All amounts shown are subject to the availability funds.

Be It Ordained by the Common Council of the City of West Lafayette, Indiana, that:

For the year 2027, the salary schedule for all officials and employees of the City of West Lafayette, Indiana, be fixed as follows:

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Section 1 – Abbreviations

Abbreviation	Represents
APC	Area Plan Commission
City	City of West Lafayette
DHS	Department of Homeland Security
ERP	Enterprise Resource Planning
FLSA	Fair Labor Standards Act
FMCSA	Federal Motor Carrier Safety Administration
GIS	Geographic Information Systems
HR	Human Resources
ICAT	Integrating Communications, Assessment, and Tactics
IDACS	Indiana Data & Communication System
IDEM	Indiana Department of Environmental Management
ILEA	Indiana Law Enforcement Academy
IMSA	International Municipal Signal Association
IT	Information Technology
LNC	Lilly Nature Center
MCH	Margerum City Hall
MVH	Motor Vehicle Highway
NASSCO	National Association of Sewer Service Companies
OT Type	OT Type represents method of compensation for overtime hours
Qty	Quantity represents number of budgeted employees for the position
RAD	Rape Aggression Defense Program
ROW	Right of Way
STOPS	Strategies & Tactics of Patrol Stops
WC	John R. Dennis Wellness Center

Section 2 – Definitions

1. Elected Official: An individual who holds an office filled by public vote.
2. Civilian Employee: A city employee who works in areas like administration, such as administration, public works, parks, and record-keeping. Civilian employees are not elected officials or public safety personnel (sworn).
    a. Department Head: An employee who is appointed by the Mayor to lead a department or work group.
    b. Regular Full-time: An employee scheduled to work 30–40 hours per payroll week on a year-round basis.
    c. Regular Part-time: An employee scheduled to work 20–30 hours per payroll week on a year-round basis.

Section 2 – Definitions (continued)

d. Variable Hour: An employee with variable or unpredictable hours who is expected to average fewer than 30 hours per payroll week.

3. Sworn Public Safety (Sworn) Employee: A city employee who is authorized by law to enforce laws, respond to emergencies, and protect the public.
4. FLSA Exempt: An employee not eligible for overtime pay because they meet certain federal salary and job duty rules.
5. FLSA Non-Exempt: An employee eligible for overtime pay at a rate of one and one-half (1½) times their regular rate of pay for hours worked over 40 hours in a payroll week.
6. FLSA Tour of Duty: The period a sworn employee is on duty to determine compensable hours.
7. Compensatory time: Paid time off earned in place of cash payment for overtime hours worked.

Section 3 – Key

Key	Subject	Descriptions
27d	Hours per workweek	27-day tour of duty
28d	Hours per workweek	28-day tour of duty
Var	Hours per workweek	Variable
Mth	Pay Rate	Monthly
Bwk	Pay Rate	Biweekly
Hrly	Pay Rate	Hourly
PrA	Pay Rate	Per Assignment
Pld	Position Quantity (Qty)	Pooled

Key	Subject	Descriptions
NA	Overtime Type	None – Department Head
OP	Overtime Type	Overtime pay
CT	Overtime Type	Compensatory time
TourF	Overtime Type	Overtime pay/Tour of Duty
TourP	Overtime Type	Compensatory time/Tour of Duty
Ex	FLSA Status	Exempt
Ne	FLSA Status	Non-Exempt

Section 4 – Elected Official Exempt

Qty	Position Name	Pay Rate	Pay Rate ($)
1	Mayor	Bwk	5,155.04
1	Clerk	Bwk	3,030.58
1	City Judge	Bwk	582.69
9	Councilor	Mth	1,377.81

Section 5 – Elected Official Additional Duties

Qty	Position Name	Pay Rate	Pay Rate ($)
1	Council President	Mth	40.00
2	Council APC Representative	Mth	40.00

Section 6 – Regular Full-Time

Department Name	Position Name	Pay Grade	Qty	FLSA Status	Hours per week	Pay Rate	OT Type	Clothing ($)
Building Department								
	Building Commissioner	20	1	Ex	40	Bwk	NA	--
	Inspector	12	3	Ne	37.5	Hrly	CT	--
	Administrative Assistant II	8	1	Ne	37.5	Hrly	CT	--
	Administrative Assistant I	6	1	Ne	37.5	Hrly	CT	--
Clerk's Office								
	Chief Deputy Clerk	11	1	Ne	37.5	Hrly	CT	--
	Deputy Clerk	8	1	Ne	37.5	Hrly	CT	--
Communications Department								
	Director of Communications and Marketing	20	1	Ex	40	Bwk	NA	--
	Communications Manager	14	1	Ne	37.5	Hrly	CT	--
	Multimedia Designer	14	1	Ne	37.5	Hrly	CT	--
Development Department								
	Director of Development	21	1	Ex	40	Bwk	NA	--
	Facilities Manager	15	1	Ne	37.5	Hrly	CT	--
	Development Project Manager	13	3	Ne	37.5	Hrly	CT	--
	Custodian	5	1	Ne	37.5	Hrly	CT	
Engineering Department								
	City Engineer	24	1	Ex	40	Bwk	NA	--
	Engineering & Construction Manager	17	1	Ex	37.5	Bwk	CT	--
	Stormwater Specialist	15	1	Ne	37.5	Hrly	CT	--
	Asset Project Manager	13	1	Ne	37.5	Hrly	CT	--
	Construction & ROW Inspector	12	1	Ne	37.5	Hrly	CT	--
	Engineering Programs Administrator	12	1	Ne	37.5	Hrly	CT	--
Finance Department								
	Controller	23	1	Ex	40	Bwk	NA	--
	Deputy Controller	18	1	Ex	40	Bwk	CT	--
	Treasury Specialist	15	1	Ne	37.5	Hrly	CT	--

Section 6 – Regular Full-Time (continued)

Department Name	Position Name	Pay Grade	Qty	FLSA Status	Hours per week	Pay Rate	OT Type	Clothing ($)
Finance Department (continued)								
	Accounting Systems Coordinator		1	Ne	37.5	Hrly	CT	--
	Payroll Specialist	10	1	Ne	37.5	Hrly	CT	--
	Accounts Payable Specialist	9	1	Ne	37.5	Hrly	CT	--
	Accounts Receivable Specialist	9	2	Ne	37.5	Hrly	CT	--
	Administrative Assistant II	8	1	Ne	37.5	Hrly	CT	--
Fire Department								
	Fire Chief	57	1	Ex	40	Bwk	NA	1,500
	Fire Deputy Chief	56	2	Ex	40	Bwk	NA	1,500
	Fire Battalion Chief	55	3	Ne	27d	Bwk	TourF	1,500
	Fire Division Chief	55	1	Ne	40	Bwk	CT	1,500
	Fire Captain	54	6	Ne	27d	Bwk	TourF	1,500
	Fire Captain of Fire Inspections	54	1	Ne	40	Bwk	CT	1,500
	Fire Lieutenant	53	9	Ne	27d	Bwk	TourF	1,500
	Fire Inspector (Sworn)	51	1	Ne	40	Bwk	CT	1,500
	Firefighter, First Class	51	42[1]	Ne	27d	Bwk	TourF	1,500
	Firefighter, Probationary	50	42[1]	Ne	27d	Bwk	TourF	--
	Fire Inspector	14	1	Ne	40	Hrly	CT	700
	Administrative Assistant II	8	1	Ne	37.5	Hrly	CT	--
Human Resources Department								
	Director of Human Resources	20	1	Ex	40	Bwk	NA	--
	Human Resources Administrator	16	1	Ne	37.5	Hrly	CT	--
	Safety & Compliance Administrator	16	1	Ne	37.5	Hrly	CT	--
	Total Rewards & HR Systems Administrator	16	1	Ne	37.5	Hrly	CT	--
Information Technology Department								
	Director of Technology	21	1	Ex	40	Bwk	NA	--
	ERP Administrator	14	1	Ne	37.5	Hrly	CT	--
	GIS Manager	14	1	Ne	37.5	Hrly	CT	--
	Systems Administrator	14	1	Ne	37.5	Hrly	CT	--

Section 6 – Regular Full-Time (continued)

Department Name	Position Name	Pay Grade	Qty	FLSA Status	Hours per week	Pay Rate	OT Type	Clothing ($)
Information Technology Department (continued)								
	IT Project Manager	13	1	Ne	37.5	Hrly	CT	--
	IT Support Technician	7	2	Ne	37.5	Hrly	CT	--
Mayor's Office								
	Director of Housing	20	1	Ex	40	Bwk	NA	--
	Executive Assistant	12	1	Ex	37.5	Bwk	CT	--
Parks & Recreation Department								
	Parks Superintendent	23	1	Ex	40	Bwk	NA	--
	Parks Assistant Superintendent	19	1	Ex	37.5	Bwk	CT	--
	Parks Maintenance Director	16	1	Ex	40	Bwk	CT	700
	Community Stewardship Administrator	12	1	Ne	37.5	Hrly	CT	--
	Maintenance Foreman	12	1	Ne	40	Hrly	CT	700
	Parks Marketing & Communication Manager	12	1	Ex	40	Bwk	CT	--
	Forestry Technician	11	1	Ne	40	Hrly	CT	700
	Greenspace Administrator	11	1	Ne	40	Hrly	CT	700
	Parks Naturalist	11	1	Ne	40	Hrly	CT	700
	Horticulture Technician	10	2	Ne	40	Hrly	CT	700
	Parks Maintenance Technician II	10	9[2]	Ne	40	Hrly	CT	700
	Recreation Coordinator	10	1	Ex	40	Bwk	CT	700
	Administrative Assistant II	8	1	Ne	37.5	Hrly	CT	--
	Parks Maintenance Technician I	7	9[2]	Ne	40	Hrly	CT	700
Police Department								
	Police Chief	57	1	Ex	40	Bwk	NA	1,500
	Police Deputy Chief	56	1	Ex	40	Bwk	NA	1,500
	Police Captain	55	2	Ne	28d	Bwk	TourP	1,500
	Police Lieutenant	54	6	Ne	28d	Bwk	TourP	1,500
	Police Sergeant	53	4	Ne	28d	Bwk	TourP	1,500
	School Resource Officer Supervisor	53	1	Ne	28d	Bwk	TourP	1,500

Section 6 – Regular Full-Time (continued)

Department Name	Position Name	Pay Grade	Qty	FLSA Status	Hours per week	Pay Rate	OT Type	Clothing ($)
Police Department (continued)								
	Police Detective	52	5	Ne	28d	Bwk	TourP	1,500
	Police Officer, First Class	51	32[3]	Ne	28d	Bwk	TourP	1,500
	School Resource Officer	51	2	Ne	28d	Bwk	TourP	1,500
	Police Officer, Probationary	50	32[3]	Ne	28d	Bwk	TourP	--
	Social Service & Crisis Response Manager	18	1	Ex	37.5	Bwk	CT	--
	Social Service & Crisis Response Specialist	16	1	Ne	37.5	Hrly	CT	--
	Public Safety Dispatch Supervisor	14	1	Ne	40	Hrly	OP	--
	Code Enforcement Supervisor	13	1	Ex	37.5	Bwk	CT	700
	Public Safety Dispatch Assistant Supervisor	12	1	Ne	40	Hrly	OP	--
	Fleet and Facilities Coordinator	11	1	Ne	37.5	Hrly	CT	700
	Neighborhood Resource Officer	11	4	Ne	37.5	Hrly	CT	700
	Property and Evidence Coordinator	11	1	Ne	37.5	Hrly	CT	--
	Police Records Coordinator	9	1	Ne	37.5	Hrly	CT	--
	Public Safety Dispatcher	9	10[4]	Ne	40	Hrly	OP	--
	Administrative Assistant II	8	1	Ne	37.5	Hrly	CT	--
	Public Safety Dispatcher, Probationary	7	10[4]	Ne	40	Hrly	OP	--
	Administrative Assistant I	6	1	Ne	37.5	Hrly	CT	--
Street, Sanitation, & Recycling Department								
	Street Commissioner	22	1	Ex	40	Bwk	NA	--
	Business Operations Manager	15	1	Ne	40	Hrly	CT	--
	Collection System Foreman	14	1	Ne	40	Hrly	OP	700
	Fleet Manager	14	1	Ne	40	Hrly	OP	--
	Sanitation Foreman	14	1	Ne	40	Hrly	OP	700
	Stormwater Foreman	14	1	Ne	40	Hrly	OP	700
	Street Maintenance Foreman	14	1	Ne	40	Hrly	OP	700
	Traffic Control Foreman	14	1	Ne	40	Hrly	OP	700
	Collection System Technician	11	3	Ne	40	Hrly	OP	700
	Fleet Maintenance Technician	11	2	Ne	40	Hrly	OP	--
	Stormwater Technician	11	2	Ne	40	Hrly	OP	700
	Street Maintenance Technician	11	3	Ne	40	Hrly	OP	700
	Traffic Control Technician	11	1	Ne	40	Hrly	OP	700

Section 6 – Regular Full-Time (continued)

Department Name	Position Name	Pay Grade	Qty	FLSA Status	Hours per week	Pay Rate	OT Type	Clothing ($)
Street, Sanitation, & Recycling Department (continued)								
	Driver/Collector	10	9	Ne	40	Hrly	OP	700
	Administrative Assistant II	8	1	Ne	40	Hrly	CT	--
Wastewater Treatment Utility Department								
	Director of Utilities	22	1	Ex	40	Bwk	NA	--
	Assistant Utilities Director	19	1	Ex	40	Bwk	CT	--
	Collection System/GIS Administrator	15	1	Ex	40	Bwk	CT	--
	Laboratory Manager	15	1	Ex	40	Bwk	CT	--
	Maintenance Supervisor	15	1	Ex	40	Bwk	CT	--
	Operations Supervisor	15	1	Ex	40	Bwk	CT	--
	Climate Action Coordinator	14	1	Ne	40	Hrly	CT	--
	Instrumentation Technician	12	1	Ne	40	Hrly	CT	--
	Laboratory Technician	10	1	Ne	40	Hrly	OP	--
	Wastewater Maintenance Operator	9	4	Ne	40	Hrly	OP	--
	Wastewater Operator	9	8	Ne	40	Hrly	OP	--
	Administrative Assistant II	8	1	Ne	40	Hrly	CT	--
Wellness Center Department								
	Wellness Center Director	16	1	Ex	40	Bwk	CT	--
	Aquatics Coordinator	11	1	Ex	40	Bwk	CT	--
	Facility Maintenance Coordinator	10	1	Ne	40	Hrly	CT	700
	Membership & Events Coordinator	10	1	Ex	40	Bwk	CT	--
	Recreation Coordinator	10	1	Ex	40	Bwk	CT	--
	Wellness Coordinator	10	1	Ex	40	Bwk	CT	--
	Youth Development Coordinator	10	1	Ex	40	Bwk	CT	--
	Assistant Aquatics Coordinator	7	1	Ne	40	Hrly	CT	--
	Assistant Youth Development Coordinator	7	1	Ne	40	Hrly	CT	--
	Custodian	5	2	Ne	40	Hrly	CT	--
	Membership Services Representative	5	2	Ne	40	Hrly	CT	--

[1-4] Each superscript identifies a separate group of positions that share a combined headcount allocation. The quantity shown for each group is not authorized separately for each position.

Section 7 – Sworn Additional Duties

Department Name	Qty	Position Name	Pay Rate	Maximum Pay ($)
Fire	1	Technology Support	Bwk	150.00
Fire	1	Fire Pension Secretary	Mth	300.00
Police	1	Police Pension Secretary	Mth	300.00

Section 8 – Regular Part-Time Non-Exempt

Department Name	Qty	Position Name	Hours per week	Pay Rate	OT Type	Clothing ($)	Minimum Pay ($)	Maximum Pay ($)
Finance	1	Finance Clerk	20	Hrly	OP	0.00	12.00	41.00
Police	1	Neighborhood Resource Officer	25	Hrly	OP	0.00	12.00	41.00
Police	1	Police Custodian	27.5	Hrly	OP	0.00	12.00	41.00
Wastewater Treatment	1	Laboratory Technician	20	Hrly	OP	0.00	12.00	41.00

Section 9 – Variable Part-Time Non-Exempt

Department Name	Qty	Position Name	Hours per week	Pay Rate	OT Type	Clothing ($)	Minimum Pay ($)	Maximum Pay ($)
Multiple	Pld	Intern	Var	Hrly	OP	0.00	12.00	43.00
Parks & Recreation	Pld	LNC Camp Counselor	Var	Hrly	OP	0.00	12.00	17.00
Parks & Recreation	Pld	Margerum City Hall Program Assistant	Var	Hrly	OP	0.00	12.00	15.00
Parks & Recreation	Pld	Municipal Pool Party Guard/Manager	Var	Hrly	OP	0.00	12.00	17.00
Parks & Recreation	Pld	Municipal Pool Staff	Var	Hrly	OP	0.00	12.00	17.00
Parks & Recreation	Pld	Municipal Pool Swim Instructor	Var	Hrly	OP	0.00	16.00	21.00
Parks & Recreation	Pld	Parks Maintenance/Groundskeeper	Var	Hrly	OP	0.00	14.00	17.00
Parks & Recreation	Pld	Program Instructor	Var	Hrly	OP	0.00	12.00	32.00
Parks & Recreation	Pld	Recreation Program Staff	Var	Hrly	OP	0.00	12.00	15.00
Parks & Recreation	Pld	Riverside Skate Rink Skate Instructor	Var	Hrly	OP	0.00	19.00	21.50
Parks & Recreation	Pld	Riverside Skate Rink Staff	Var	Hrly	OP	0.00	12.00	16.50
Parks & Recreation	Pld	Softball Leagues Director	Var	Hrly	OP	0.00	13.00	26.00
Parks & Recreation	Pld	Tennis Instructor	Var	Hrly	OP	0.00	13.00	26.00
Parks & Recreation	Pld	Work Study	Var	Hrly	OP	0.00	14.00	17.00
Police	Pld	Public Safety Dispatcher	Var	Hrly	OP	0.00	12.00	41.00
Police	Pld	Police Detail	Var	Hrly	OP	0.00	12.00	41.00
Police	Pld	School Crossing Guard	Var	PrA	OP	0.00	38.00	38.00
Street & Sanitation	Pld	MVH Detail	Var	Hrly	OP	0.00	12.00	41.00

Section 9 – Variable Part-Time Non-Exempt (continued)

Department Name	Qty	Position Name	Hours per week	Pay Rate	OT Type	Clothing ($)	Minimum Pay ($)	Maximum Pay ($)
Wastewater Treatment	Pld	Laboratory Technician	Var	Hrly	OP	0.00	12.00	41.00
Wellness Center	Pld	After School Care Staff	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	Camp Counselor	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	CPR/Lifeguard Instructor	Var	Hrly	OP	0.00	15.00	20.00
Wellness Center	Pld	Group Exercise Instructor	Var	Hrly	OP	0.00	12.00	34.00
Wellness Center	Pld	Group Exercise Lead	Var	Hrly	OP	0.00	14.00	17.00
Wellness Center	Pld	Hub Services Associate	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	Personal Trainer	Var	Hrly	OP	0.00	18.00	30.00
Wellness Center	Pld	Sports Instructor	Var	Hrly	OP	0.00	16.00	30.00
Wellness Center	Pld	Sports Staff	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	Shift Lead	Var	Hrly	OP	0.00	14.00	17.00
Wellness Center	Pld	Wellness Center Custodian	Var	Hrly	OP	0.00	14.00	17.00
Wellness Center	Pld	Wellness Center Lifeguard	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	Wellness Center Swim Instructor	Var	Hrly	OP	0.00	16.00	22.00
Wellness Center	Pld	Wellness Coach	Var	Hrly	OP	0.00	12.00	17.00
Wellness Center	Pld	Youth Enrichment Staff	Var	Hrly	OP	0.00	12.00	20.00

Section 10 – Pay grades – Public Safety

Grade	Biweekly Pay ($)
50	2,839.98
51	2,996.49
52	3,137.54
53	3,305.57
54	3,449.48
55	3,585.20
56	3,884.03
57	4,281.24

Section 11 – Pay grades – Civilian

Grade	Minimum Hourly ($)	Midpoint Hourly ($)	Maximum Hourly ($)	1,950 hours annually (37.5-hours weekly) Minimum Biweekly ($)	1,950 hours annually (37.5-hours weekly) Midpoint Biweekly ($)	1,950 hours annually (37.5-hours weekly) Maximum Biweekly ($)	2,080 hours annually (40-hours weekly) Minimum Biweekly ($)	2,080 hours annually (40-hours weekly) Midpoint Biweekly ($)	2,080 hours annually (40-hours weekly) Maximum Pay ($)
5	16.72	19.23	21.74	1,254.00	1,442.25	1,630.50	1,337.60	1,538.40	1,739.20
6	18.23	20.96	23.70	1,367.25	1,572.00	1,777.50	1,458.40	1,676.80	1,896.00
7	19.87	22.85	25.83	1,490.25	1,713.75	1,937.25	1,589.60	1,828.00	2,066.40
8	20.61	24.22	27.83	1,545.75	1,816.50	2,087.25	1,648.80	1,937.60	2,226.40
9	21.85	25.67	29.50	1,638.75	1,925.25	2,212.50	1,748.00	2,053.60	2,360.00
10	23.16	27.21	31.27	1,737.00	2,040.75	2,345.25	1,852.80	2,176.80	2,501.60
11	24.55	28.85	33.14	1,841.25	2,163.75	2,485.50	1,964.00	2,308.00	2,651.20
12	26.02	30.58	35.13	1,951.50	2,293.50	2,634.75	2,081.60	2,446.40	2,810.40
13	27.58	32.41	37.24	2,068.50	2,430.75	2,793.00	2,206.40	2,592.80	2,979.20
14	29.24	34.36	39.47	2,193.00	2,577.00	2,960.25	2,339.20	2,748.80	3,157.60
15	30.99	36.42	41.84	2,324.25	2,731.50	3,138.00	2,479.20	2,913.60	3,347.20
16	32.17	38.60	45.04	2,412.75	2,895.00	3,378.00	2,573.60	3,088.00	3,603.20
17	33.78	40.53	47.29	2,533.50	3,039.75	3,546.75	2,702.40	3,242.40	3,783.20
18	35.47	42.56	49.65	2,660.25	3,192.00	3,723.75	2,837.60	3,404.80	3,972.00
19	37.24	44.69	52.13	2,793.00	3,351.75	3,909.75	2,979.20	3,575.20	4,170.40
20	39.10	46.92	54.74	2,932.50	3,519.00	4,105.50	3,128.00	3,753.60	4,379.20
21	41.06	49.27	57.48	3,079.50	3,695.25	4,311.00	3,284.80	3,941.60	4,598.40
22	43.11	51.73	60.35	3,233.25	3,879.75	4,526.25	3,448.80	4,138.40	4,828.00
23	45.26	54.32	63.37	3,394.50	4,074.00	4,752.75	3,620.80	4,345.60	5,069.60
24	47.53	57.03	66.54	3,564.75	4,277.25	4,990.50	3,802.40	4,562.40	5,323.20
25	49.90	59.88	69.86	3,742.50	4,491.00	5,239.50	3,992.00	4,790.40	5,588.80
26	51.33	62.88	74.43	3,849.75	4,716.00	5,582.25	4,106.40	5,030.40	5,954.40
27	53.90	66.02	78.15	4,042.50	4,951.50	5,861.25	4,312.00	5,281.60	6,252.00

Current salaries will not be reduced to fit inside the grade maximums.

Section 12 – Additional Statements by Department

Fire Department:

1. Tour of Duty Schedule: A 27-day tour of duty, totaling 216 hours, shall be established for all Fire Department sworn firefighters. A firefighter shall receive overtime pay for hours worked over 204 hours in each tour of duty. The tour of duty schedule does not apply to sworn administrative positions.

Section 12 – Additional Statements by Department (continued)

2. Hourly Rate Calculated: By dividing non-exempt annual salary by 13.5 (tours) and by 204 (hours) per the FLSA guidelines.
3. Required Hours: Paid at the current one and one-half rate to non-exempt firefighters for the following required hours (excludes voluntary training):
   Emergency call-backs Minimum staffing requirements Qualified training
   Emergency incident extending past scheduled hours Indiana DHS District 4 deployments
4. Compensatory Time in Lieu of Payment: For 27-day tour of duty overtime or required hours pay, firefighters may receive compensatory time rather than monetary pay. Compensatory time would be earned at a rate of one and one-half (1½) hours.

Police Department:

1. Tour of Duty Schedule: A 28-day tour of duty, totaling 168 hours, shall be established for all Police Department sworn officers, with a regularly scheduled period of 160 hours. A police officer shall receive compensatory time for hours worked over 160 hours. The tour of duty schedule does not apply to sworn administrative positions.
2. Sworn Hourly Rate Calculated: By dividing non-exempt annual salary by 13 (tours) and 160 (hours) per the FLSA guidelines.
3. Shift Differential: Police officers or public safety dispatchers (excludes probationary) assigned to the below shift hours will earn:

Shift Rate	Shift Hours
$0.50 per hour	6:00 pm to 6:00 am

4. Lateral Entry Sign-on Bonus: Qualified lateral transfers eligible for $5,000.00 sign-on bonus paid in two (2) equal installments as follows:
   $2,500.00 after field training completion $2,500.00 after one (1) year anniversary

Wastewater Treatment Utility Department:

1. Paid Lunch: Employees receive a 30-minute paid lunch period; this lunch will be considered hours worked for overtime pay or compensatory time.
2. Shift Differential: Employees assigned to below shift hours will earn:

Shift Rate	Shift Hours
$0.25 per hour	10:00 am to 8:00 pm

Shift Rate	Shift Hours
$0.50 per hour	8:00 pm to 6:00 am

Shift Rate	Shift Hours
$0.50 per hour	10:00 pm to 8:00 am

3. Certification Incentives: Pay will be increased for each passing Sacramento course, up to four (4) courses, and each level of IDEM Certification achieved. Sacramento and IDEM Certification pay increases will be in addition to the salary schedule and may exceed the maximum pay rate. Increases will be as outlined below:

Course or Class Type	Biweekly Total ($)	Hourly Total ($)	Retroactive Effective Date
Class I – IV	38.46	0.48	Start of the nearest pay period to the IDEM exam date
Class A – D	4.81	0.06	Start of the nearest pay period to the IDEM exam date
Sacramento Course	9.62	0.12	Start of the nearest pay period of the month specified on the certification

Section 13 – Additional Annual Compensation

1. Payment Schedule: All additional annual compensation listed in this section will be made on dates set by the City Controller and are subject to availability of funds.
2. Clothing Allowance: Qualified positions will be paid two (2) equal installments as outlined in Sections 6 – 12.
3. Safety-toe Footwear Allowance: Qualified, full-time positions that are required to wear steel or composite safety-toe protective footwear will be reimbursed annually for up to $150.00.
4. Longevity Pay: Sworn firefighters and police officers will receive annual longevity pay based on years of service as of June 30th, per the schedule below.

Years of Service	Annual ($)	Years of Service	Annual ($)	Years of Service	Annual ($)	Years of Service	Annual ($)
1 – 4	--	9	1,250	14	2,500	19	3,750
5	250	10	1,500	15	2,750	20+	10,000
6	500	11	1,750	16	3,000		
7	750	12	2,000	17	3,250		
8	1,000	13	2,250	18	3,500		

5. College Degree Incentive: Eligible sworn firefighters and police officers will receive an annual incentive for one verified degree earned by November 1st based on the schedule below.

Degree Type	Annual ($)
Master's	1,500.00
Bachelor's	1,000.00
Associate's	500.00

6. Specialty Pay – Police (Sworn): Sworn police personnel will receive annual compensation for each certification in an eligible specialty field, team, or unit. Eligibility requires certification for the full calendar year and alignment with job duties. Payments are pro-rated for mid-year certifications per West Lafayette Police Department policy.

Specialty Field, Teams, or Unit	Annual ($)	Specialty Field, Teams, or Unit	Annual ($)
Technician	2,430.00	ILEA Generalist Instructor	250.00
Active Shooter Instructor	250.00	ILEA Psycho-motor Skills Instructor	250.00
Crash Reconstruction Unit	250.00	Less Lethal Instructor	250.00
Drone Pilot	250.00	Mobile Field Force Instructor	250.00
Drug Recognition Expert	250.00	Polygraph Operator	250.00
Field Training Coordinator	250.00	RAD Instructor	250.00
Field Training Unit	250.00	Shift Level Technician	250.00
Firearms Coordinator	250.00	Special Response Team	250.00
High Tech Crime Unit (HTCU)	250.00	STOPS Instructor	250.00

Section 13 – Additional Annual Compensation (continued)

Specialty Field, Teams, or Unit	Annual ($)
Hostage Negotiation Team	250.00
ICAT/De-Escalation Instructor	250.00
Speaks a foreign language	250.00

7. Specialty Pay – Police (Civilian): Civilian police personnel will receive annual compensation for each certification in an eligible specialty field, team, or unit. Eligibility requires certification for the full calendar year and alignment with job duties. Payments are pro-rated for mid-year certifications.

Specialty Field, Teams, or Unit	Annual ($)
Dispatch Training Officer	250.00
Emergency Medical Dispatch (EMD) Trainer	250.00
Hostage Negotiation Team	250.00
IDACS Coordinator	300.00
IDACS Assistant Coordinator	300.00
RAD Instructor	250.00
Speaks a foreign language	250.00

8. Certified Training Pay – Police: Certified Field Training Officers and Dispatch Training Officers will receive $250.00 for each four-week training session completed with a probationary officer or probationary public safety dispatcher.
9. Certified Training Pay – Street: Qualified Commercial Driver's License (CDL) Trainers will receive $250.00 for each FMCSA Entry-Level Driver Training program completed with an employee required to obtain a CDL.
10. Specialty Pay – Street: Personnel will receive annual compensation for each certification listed below. Eligibility requires certification for the full calendar year and alignment with job duties. Payments are pro-rated for mid-year certifications.

Certification	Annual ($)
IMSA Traffic Signal Field Technician II	250.00
NASSCO Pipeline Assessment Certification Program (PACP)	250.00
NASSCO Lateral Assessment Certification Program (LACP)	250.00

Section 14 – Benefits

1. See the *Employee Benefit Guide* for additional information regarding the benefits listed in this section.
2. Health Insurance: Health benefits are offered to regular full-time employees including medical, vision, and dental coverage. Cost sharing is based on the insurance tier selected. Participation is subject to the terms of the applicable plan documents, which are available for employee review.
3. Basic Life Insurance: Basic life insurance coverage is provided at no cost to full-time and regular part-time employees, in accordance with the provisions of the plan documents.
4. Disability Insurance: Long-term disability coverage is provided at no cost to full-time employees, in accordance with the provisions of the plan documents.
5. Indiana Public Retirement System (INPRS) Participation: Qualified positions are required to participate and contribute to INPRS. A portion of the employee's salary is deposited into a Defined Contribution Account, while the City contributes to a Defined Benefit Pension. Employee and City rates are set annually by the INPRS Board of Trustees.

Section 14 – Benefits (continued)

6. 403(a) Supplemental Retirement Plan: Regular full-time employees may voluntarily participate in the 457(b)-retirement plan. Participation includes a 403(a)-employer matching supplemental retirement plan. The employer's match is 50% of the first 6% of the employee's contribution, up to a maximum of 3% of salary.
7. Health Savings Accounts (HSA) Contributions: Based on medical coverage, as of January 1st, an annual employer contribution is made to employees' HSA. Mid-year hires may be prorated. Contribution date is set by the City Controller.
8. Wellness Center Membership: Full-time and regular part-time employees receive a free membership to the John R Dennis Wellness Center, with discounted family memberships available.
9. Employee Assistance Program (EAP): Employees may receive up to 8 (eight) confidential counseling sessions per year at Willowstone Family Services.
10. Employee Health Center: Eligible employees and family members are provided with primary care at no cost with Marathon Health
11. Voluntary Benefits: The City provides several voluntary benefits, programs, and insurances to eligible employees. Employees can benefit from discounted rates or premiums and automatic payroll deduction for premiums.

Section 15 – Leave Benefits

Full-time and regular part-time employees may be entitled to the following paid leave benefits as outlined in the *Personnel Manual for Civilian Employees*, *West Lafayette Fire Department Policy Manual*, and *West Lafayette Police Department Policy Manual*: bereavement, jury duty, military, paid holidays or personal holidays (PHD), parental, personal, sick, vacation, or wellness days. Accrued leave benefits are on a pro rata basis according to regularly scheduled work week. Each applicable manual outlines the specific terms for how leave is accrued, awarded, carried over annually, and paid out upon separation from the City.

Section 16 – Compensatory Time

1. Compensatory Time Limits: The *Personnel Manual for Civilian Employees*, *West Lafayette Fire Department Policy Manual*, and *West Lafayette Police Department Policy Manual* establish the following maximum limits to compensatory time balances:

Position Type	Maximum Hours
Exempt Civilian	40
Non-Exempt Civilian	80
Non-Exempt Firefighters	100
Non-Exempt Police Captains	60
Non-Exempt Police Officers (excludes Captains)	40

Department heads may set lower limits for their employees

2. Compensatory Time Calculations: Compensatory time (comp time) is earned in accordance with FLSA rules and City policy.
   a. Exempt Civilian Employees: Earn comp time at a rate of one (1) hour per hour worked over their standard workweek.

Section 16 – Compensatory Time (continued)

b. Non-exempt Civilian Employees:
    i. Employees scheduled 37.50 hours per week earn comp time at a rate of one (1) hour per hour worked over 37.50 hours but less than 40 hours per week.
    ii. Hours worked over 40 per week are earned at a rate of one and one-half (1½) hours per hour worked.
c. Tour of Duty Police Officers:
    i. Hours worked between 161 and 168 in a tour period are earned at straight time, hour for hour.
    ii. Hours worked on a regular scheduled day off, and all hours over 168 in a tour period, are earned at a rate of one and one-half (1½) hours.

3. Exceeding Compensatory Time Limits:
    a. Exempt Civilian Employees: May not exceed, nor be compensated for hours beyond the 40-hour maximum. Comp time exceeding 40 hours will be forfeited.
    b. Non-exempt Employees: For all departments, comp time earned beyond the established limits will be paid at the employee's regular pay rate at the time of payment.
4. Compensatory Time Pay-outs:
    a. Unless restricted by budget constraints:
        i. Department heads or elected officials may authorize full or partial comp time payouts at any time during the calendar year for non-exempt employees.
        ii. Non-exempt Civilian Employees: Unused compensatory time will be paid twice annually (in January and April) for prior quarter(s).
        iii. Exempt Civilian Employees: Unused compensatory time will be forfeited twice annually (in January and April) for prior quarter(s).

Section 17 – Holiday Compensation

1. Compensation Exclusions: This section excludes Department Heads and Personal Holiday Day (PHD) employees. Sworn firefighters, sworn police officers, and public safety dispatchers receive holiday premium pay only as outlined below.
2. Compensation Rate by Designated City Holiday Premium:
    a. Sworn firefighters, sworn police officers, and public safety dispatchers who work on Thanksgiving Day or December 25 will be compensated at two and one-half (2 ½) times their regular rate for all hours worked.
    b. All other eligible employees:
        i. Thanksgiving Day and December 25th: Compensation at two (2) times the regular rate.
        ii. All other Designated Holidays: Compensation at one and one-half (1½) times the regular rate.
    c. All other eligible exempt employees:
        i. Thanksgiving Day, December 25th, and All Other Designated Holidays: Compensation at one (1) time the regular rate.

Section 17 – Holiday Compensation (continued)

3. Compensation Method:
    a. Non-exempt employees: Compensation as holiday premium pay or compensatory time based on position's overtime entitlement.
    b. Exempt employees (excluding Department Heads): Compensation as compensatory time.
4. Compensation Determination: Holiday premium pay is based on the following:
    a. For sworn firefighters, sworn police officers, and public safety dispatchers, hours worked 12:00 pm to 12:00 pm on each holiday outlined above.
        Example: A twenty-four (24) hour shift starting at 7:00 am on December 24th and ending at 7:00 am on December 25th will qualify for seven (7) hours of December 25th holiday premium pay.
    b. For all other eligible employees, as outlined above, holiday compensation is determined by the shift start time.
        Example: A shift starting at 10:00 pm on December 24th and ending at 8:00 am on December 25th does not qualify for December 25th holiday premium pay. A shift starting at 10:00 pm on December 25th and ending at 8:00 am on December 26th qualifies for ten (10) hours of holiday premium pay.

Section 18 – Retirement Entitlements and Benefits

1. Pay Rate: All accrual and separation pay-outs will be paid at the employee's regular pay rate at the time of retirement.
2. Years of Service: Sworn employees (firefighters or police officers) must have completed twenty (20) or more years of service on the date of retirement to be eligible for the retirement benefits and entitlements outlined in this section.
3. Civilian:
    a. Accrual Pay-out: Regular full-time or regular part-time employees that retire in good standing (provide fourteen (14) days notice), will receive accrual pay-out as follows:
        i. Vacation: Unused vacation for all employees and those hired prior to January 1, 2020, will also receive prorated accrued vacation.
        ii. Sick: Unused sick will be paid for one-half (½) of unused sick leave, up to a maximum of 45 days.
        iii. Compensatory Time: Unused comp time will be paid to non-exempt employees.
4. Sworn Fire Department:
    a. Accrual Pay-out: Unused vacation, personal leave, and/or compensatory time.
    b. Separation Pay: Firefighters will receive separation pay, equal to two (2) biweekly salary amounts.
    c. Sworn Administrative Firefighters: In addition to the above entitlements, sworn administrative firefighters will be paid for one-half (½) of unused sick leave, up to a maximum of 45 days.
5. Sworn Police Department:
    a. Accrual Pay-out: Unused vacation and/or compensatory time.
    b. Separation Pay: Officers will receive separation pay, equal to two (2) biweekly salary amounts.
    c. Weapon: The City of West Lafayette shall transfer the ownership of an officer's assigned duty handgun to the officer upon retirement.

Section 18 – Retirement Entitlements and Benefits (continued)

6. Group Insurance: Civilian and sworn employees who have twenty (20) years of service with a public employer who have completed at least fifteen (15) years of participation in the INPRS retirement plan, may remain on the City's group medical insurance plan. Premiums will be paid in full by the retiree monthly to the City. This insurance will end when a retired employee, or their spouse, becomes eligible for Medicare. Participation is subject to the terms of the applicable plan documents, which are available for review.

Section 19 – AmeriCorps Program

The City of West Lafayette (City) and AmeriCorps have partnered to place members within the West Lafayette Parks and Recreation. AmeriCorps is a federal agency who works with communities and supports a variety of partnerships and governmental collaborations to address local challenges through service. AmeriCorps members will serve our community for a minimum number of hours and will receive a living allowance (paid by the City and reimbursed by AmeriCorps) and are not considered City employees.

Section 20 – Pay Week, Pay Period, and Pay Date

1. Pay Week/Month:
    a. Councilors: Calendar month beginning on the first of month and ending on the last day of month.
    b. Public Safety Dispatch (Public Safety Dispatch Supervisor, Public Safety Dispatch Assistant Supervisor, Public Safety Dispatcher (full-time or part-time), Probationary Public Safety Dispatcher) as follows:
        i. Day Shift: Calendar week beginning at 12 pm Saturday and ending at 11:59 am Saturday.
        ii. Night Shift: Calendar week beginning at 12 am Sunday and ending at 11:59 pm Saturday.
    c. All other Employees: Calendar week beginning at 12 am Saturday and ending at 11:59 pm Friday.
2. Pay Period:
    a. Councilors: Consist of one (1) calendar month.
    b. All other Employees: Consist of two (2) consecutive pay weeks.
3. Pay Date:
    a. Councilors: Pay issued the last biweekly pay each month.
    b. All other Employees: Pay issued the Friday following the end of the pay period.

Section 21 – Effective Date

This ordinance is effective for the pay dates January 1, 2027, through December 31, 2027, and takes effect upon passage and signature by the Mayor.

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

Ordinance No 25-2026 List of Changes

General Information

The following sections found in the 2026 ordinances were combined into Section 6 – Regular Full-Time for 2027 ordinance:

- Regular Full-Time Exempt (previously Section 6)
- Regular Full-Time Non-Exempt (previously Section 7)
- Regular Full-Time Fire Sworn (previously Section 8)
- Regular Full-Time Police Sworn (previously Section 9)

Two new sections for pay grades were added:

- Section 10 – Pay Grades – Public Safety
- Section 11 – Pay Grades – Civilian

Deputy Controller Hours per Week will be 40 (increase from 37.5)
Public Safety Dispatch Supervisor, Assistant Supervisor, and Dispatcher Overtime (OT) Type will be OP (from CT)

Position/Title Changes

New and Removed

Department	2026 Title	2027 Proposed Title
Finance	--	Accounting Systems Coordinator
HR	Human Resources Generalist	--
HR	--	Safety & Compliance Administrator
HR	--	Total Rewards & HR Systems Administrator
IT	IT Specialist	--
IT	--	GIS Manager
Police	--	Custodian (FT) *Will replace Custodian Regular PT*
Street	Assistant Foreman	--
WW	--	Assistant Utilities Director

Title Changes: Pay Study and Departmental

sorted alphabetically by department, then by 2026 Title

Department	2026 Title	2027 Proposed Title
Building	Administrative Assistant	Administrative Assistant II
Building	Rental Housing Assistant	Administrative Assistant I
Clerk	1st Deputy Clerk	Chief Deputy Clerk
Communications	Creative Service Manager	Multimedia Designer
Communications	Director of Communications	Director of Communications and Marketing
Engineering	Business Manager	Engineering Programs Administrator
Engineering	Construction Inspector	Construction & ROW Inspector
Engineering	Project Manager/GIS	Asset Project Manager
Finance	Administrative Assistant	Administrative Assistant II
Fire	Administrative Assistant	Administrative Assistant II
Fire	Battalion Chief	Fire Battalion Chief
Fire	Captain	Fire Captain
Fire	Chief	Fire Chief
Fire	Deputy Chief	Fire Deputy Chief
Fire	Division Chief of Training	Fire Division Chief
Fire	Entry Level Firefighter 1st Yr	Firefighter, Probationary
Fire	Fire Inspector	Fire Inspector (Sworn)
Fire	Lead Inspector/Investigator	Fire Inspector
Fire	Lieutenant	Fire Lieutenant
HR	Human Resources Director	Director of Human Resources
HR	Human Resources Manager	Human Resources Administrator
Mayor/Housing	Housing Director	Director of Housing
Parks	Administrative Assistant	Administrative Assistant II
Parks	Assistant Superintendent	Parks Assistant Superintendent
Parks	Grant Administrator	Community Stewardship Administrator
Parks	Maintenance Technician I	Parks Maintenance Technician II
Parks	Maintenance Technician II	Parks Maintenance Technician I
Parks	Marketing And Communications Manager	Parks Marketing & Communication Manager
Parks	Parks Director	Parks Maintenance Director
Parks	Superintendent	Parks Superintendent
Police	Administrative Assistant	Administrative Assistant II
Police	Assistant Communications Center Supervisor	Public Safety Dispatch Assistant Supervisor
Police	Captain	Police Captain

Department	2026 Title	2027 Proposed Title
Police	Chief	Police Chief
Police	Communications Center Supervisor	Public Safety Dispatch Supervisor
Police	Data Processor	Administrative Assistant I
Police	Deputy Chief/Commander Traffic and Operations	Police Deputy Chief
Police	Detective	Police Detective
Police	Fleet/Maintenance Technician	Fleet and Facilities Coordinator
Police	Lieutenant	Police Lieutenant
Police	Neighborhood Resource Supervisor	Code Enforcement Supervisor
Police	Patrol Dispatcher	Public Safety Dispatcher
Police	Probationary Patrol Dispatcher	Public Safety Dispatcher, Probationary
Police	Property And Evidence Manager/Program Director	Property and Evidence Coordinator
Police	Sergeant	Police Sergeant
Police	Systems Manager	Police Records Coordinator
Street	Administrative Assistant	Administrative Assistant II
Street	Equipment Operator Foreman	Street Maintenance Foreman
Street	Equipment Operator/Laborer	Collection System Technician
Street	Equipment Operator/Laborer	Street Maintenance Technician
Street	Equipment Operator/Laborer	Stormwater Technician
Street	Mechanic/Equipment Operator	Fleet Maintenance Technician
Street	Traffic Maintenance/Equipment Operator	Traffic Control Technician
Street	Traffic Technician Foreman	Traffic Control Foreman
Wellness Center	Hub Services Associate	Membership Services Representative
Wellness Center	Maintenance Technician I	Facility Maintenance Coordinator
WW	Administrative Assistant	Administrative Assistant II
WW	Climate Resiliency and Sustainability Officer	Climate Action Coordinator
WW	Collection System/Gis Supervisor	Collection System/GIS Administrator
WW	Information Services/Instrumentation Technician	Instrumentation Technician
WW	Maintenance/Operator	Wastewater Maintenance Operator
WW	Operator	Wastewater Operator
WW	Utility Director	Director of Utilities

Modifications

Department	Title	Hours Per Week	Minimum Pay ($)	Maximum Pay ($)
Wellness Center	Group Exercise Instructor		12.00	~~32.00~~ **34.00**
Wellness Center	Youth Enrichment Staff		12.00	~~17.00~~ **20.00**

Quantity (Headcount) Changes

sorted alphabetically by department, then by 2027 Title

Department	2026Title	2027 Proposed Title	2026 Qty	2027 Qty
Finance[1]	Accounts Payable Specialist	Accounts Payable Specialist	2	1
Fire[2]	Fire Lieutenant	Fire Lieutenant	6	9
Fire[2]	Firefighter, First Class/ Firefighter, Entry Level	Firefighter, First Class/ Firefighter, Probationary	39	42
Police	Patrol Dispatcher/ Patrol Dispatcher, Probationary	Public Safety Dispatcher/ Public Safety Dispatcher, Probationary	8	10
Police	Police Officer, First Class/ Police Officer, Probationary	Police Officer, First Class/ Police Officer, Probationary	34	32
Street[3]	Stormwater Foreman	Stormwater Foreman	0	1
Street	Mechanic/Equipment Operator	Fleet Maintenance Technician	1	2

[1] Finance: Second Accounts Payable Specialist will be replaced by the Accounting Systems Coordinator
[2] Fire: 3 Firefighter, First Class will move to Fire Lieutenant
6 Firefighter, Probationary were added in 2026 beyond original 2026 headcount
[3] Street: Stormwater Foreman will replace the Assistant Foreman

Statement Changes

Removed

Additional Statements by Department

Street, Sanitation & Recycling Department:

1. Step-Increase Program: Pay increases for qualified Driver/Collector and Equipment Operator/Laborer positions per the Step-Increase schedule.

Added

Additional Annual Compensation

9. Certified Training Pay – Street: Qualified Commercial Driver's License (CDL) Trainers will receive $250.00 for each FMCSA Entry-Level Driver Training program completed with an employee required to obtain a CDL.
10. Specialty Pay – Street: Personnel will receive annual compensation for each certification listed below. Eligibility requires certification for the full calendar year and alignment with job duties. Payments are pro-rated for mid-year certifications.

Certification	Annual ($)
IMSA Traffic Signal Field Technician II	250.00
NASSCO Pipeline Assessment Certification Program (PACP)	250.00
NASSCO Lateral Assessment Certification Program (LACP)	250.00

Updated

Additional Statements by Department

Police Department:

3. Shift Differential: Police officers or ~~patrol~~ **public safety** dispatchers (excludes probationary) assigned to the below shift hours will earn:

Additional Annual Compensation

4. Longevity Pay: Sworn firefighters and police officers will receive annual longevity pay based on years of service as of June 30th, per the schedule below.

Years of Service	Annual ($)	Years of Service	Annual ($)	Years of Service	Annual ($)
1 – 4	--	10	1,500	16	3,000
5	250	11	1,750	17	3,250
6	500	12	2,000	18	3,500
7	750	13	2,250	19	3,750
8	1,000	14	2,500	20+	~~8,500~~
9	1,250	15	2,750		**10,000**

8. Certified Training Pay – Police: Certified Field Training Officers and Dispatch Training Officers will receive $250.00 for each four-week training session completed with a probationary officer or probationary **public safety** dispatcher.

Benefits

Item #1 was added and remaining numbering shifted accordingly.

1. See the *Employee Benefit Guide* for additional information regarding the benefits listed in this section.
8. Wellness Center Membership: Full-time and regular part-time employees receive a free membership to the John R Dennis Wellcenter Center, with discounted family memberships available. ~~See the *Employee Benefit Guide* for additional information.~~
9. Employee Assistance Program (EAP): Employees may receive up to 8 (eight) confidential counseling sessions per year at Willowstone Family Services. ~~See the *Employee Benefit Guide* for additional information.~~

Benefits (continued)

10. Employee Health Center: Eligible employees and family members are provided with primary care at no cost with Marathon Health. ~~See the *Employee Benefit Guide* for additional information.~~
11. Voluntary Benefits: The City provides several voluntary benefits, programs, and insurances to eligible employees. Employees can benefit from discounted rates or premiums and automatic payroll deduction for premiums. ~~See the *Employee Benefit Guide* for additional information.~~

Holiday Compensation

Item #4 was moved to #1 and remaining numbering shifted accordingly.

1. Compensation Exclusions: This section excludes ~~exempt~~ **Department Heads** and Personal Holiday Day (PHD) employees. Sworn firefighters, sworn police officers, and ~~patrol~~ **public safety** dispatchers receive holiday premium pay only as outlined ~~above~~ **below**.
2. Compensation Rate by Designated City Holiday Premium:
    a. Sworn firefighters, sworn police officers, and ~~patrol~~ **public safety** dispatchers who work on Thanksgiving Day or December 25 will be compensated at two and one-half (2 ½) times their regular rate for all hours worked.
    b. All other eligible **non-exempt** employees ~~(see item 12-4)~~:
        i. Thanksgiving Day and December 25th: Compensation at two (2) times the regular rate.
        ii. All other Designated Holidays: Compensation at one and one-half (1½) times the regular rate.
    c. All other eligible exempt employees:
        i. Thanksgiving Day, December 25th, and All Other Designated Holidays: Compensation at one (1) time the regular rate.
3. Compensation Method:
    a. Non-exempt employees: Compensation as holiday premium pay or compensatory time based on position's overtime entitlement.
    b. Exempt employees **(excluding Department Heads)**: Compensation as compensatory time.
4. Compensation Determination: Holiday premium pay is based on the following:
    a. For sworn firefighters, sworn police officers, and ~~patrol~~ **public safety** dispatchers, hours worked 12:00 pm to 12:00 pm on each holiday outlined above.
        Example: A twenty-four (24) hour shift starting at 7:00 am on December 24th and ending at 7:00 am on December 25th will qualify for seven (7) hours of December 25th holiday premium pay.
    b. For all other eligible employees, as outlined above, holiday compensation is determined by the shift start time.
        Example: A shift starting at 10:00 pm on December 24th and ending at 8:00 am on December 25th does not qualify for December 25th holiday premium pay. A shift starting at 10:00 pm on December 25th and ending at 8:00 am on December 26th qualifies for ten (10) hours of holiday premium pay.

Pay Week, Pay Period, and Pay Date

1. Pay Week/Month:
    b. ~~Patrol Dispatch (Communications Center Supervisor, Assistant Communications Center Supervisor, Patrol Dispatcher (full-time or part-time), Probationary Patrol Dispatcher): Calendar week beginning at 12 pm Saturday and ending at 11:59 am Saturday~~.
    b. Public Safety Dispatch (Public Safety Dispatch Supervisor, Public Safety Dispatch Assistant Supervisor, Public Safety Dispatcher (full-time or part-time), Probationary Public Safety Dispatcher) as follows:
        i. Day Shift: Calendar week beginning at 12 pm Saturday and ending at 11:59 am Saturday.
        ii. Night Shift: Calendar week beginning at 12 am Sunday and ending at 11:59 pm Saturday.

Sponsored by Mayor Erin Easter

RESOLUTION NO. 23-2026

A RESOLUTION OF THE CITY OF WEST LAFAYETTE, INDIANA, APPROVING AND AUTHORIZING THE EXECUTION OF LEASE AGREEMENTS RELATING TO PROPOSED REFUNDING BONDS TO BE ISSUED BY THE CITY OF WEST LAFAYETTE REDEVELOPMENT AUTHORITY

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Commission") has previously financed improvements in the Levee/Village Redevelopment Area (the "Levee/Village Area") and the Kalberer/Cumberland/Blackbird Economic Development Area (the "KCB Area", together with the Levee/Village Area, the "Areas") consisting of improvements to Williams Street, including property acquisition for road projects, a new City hall, and a new indoor recreation and aquatics center (collectively, the "Projects"); and

WHEREAS, the Projects were financed, in accordance with Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25, each as amended (collectively, the "Act"), with three series of lease rental bonds issued by the City of West Lafayette Redevelopment Authority (the "Authority") designated as the (i) Lease Rental Revenue Bonds, Series 2016 (the "2016 Bonds"), (ii) Lease Rental Bonds, Series 2019 (City Hall Project) (the "2019 CH Bonds") and (iii) Lease Rental Bonds, Series 2019 (Recreation Center Project) (the "2019 RC Bonds", together with the 2016 Bonds and the 2019 CH Bonds, the "Outstanding Bonds"); and

WHEREAS, the Common Council of the City of West Lafayette, Indiana (the "Council" and the "City", respectively) has been advised that all or a portion of the Outstanding Bonds may be refunded for a debt service savings; and

WHEREAS, in order to undertake the refinancing of the Projects through a refunding of the Outstanding Bonds, the Council has been advised that the Commission desires, pursuant to Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14.5-14, to lease from the Authority certain roads in the City (the "Road Assets") as more particularly described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Lease"); and

WHEREAS, the Authority has or will adopt a resolution indicating its intent to issue its lease rental revenue refunding bonds (the "Bonds"), in one or more series, in an aggregate principal amount not exceeding $30,000,000 to finance (i) the costs of refunding all or a portion of the Outstanding Bonds, (ii) funding a reserve for the Bonds, if necessary, and (iii) costs of issuing the Bonds; and

WHEREAS, the Council finds that (i) the term of the Lease will not exceed fourteen (14) years, (ii) the rentals due under the Lease are payable from a special benefits tax levied under Indiana Code 36-7-14-27 (the "District Tax"), to the extent not paid from certain tax increment revenues from (a) the Levee/Village Area allocation area in an annual amount not to exceed $1,500,000 (the "Levee/Village TIF Revenues") and (b) the KCB Area allocation area in an annual amount not to exceed $2,420,000 (the "KCB TIF Revenues", together with the Levee/Village TIF Revenues, the "TIF Revenues"), (iii) the terms of the Lease are based upon

the value of the facilities leased thereunder, based upon the advice of the Commission's municipal advisor and engineer, and (iv) the service to be provided throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents; and

WHEREAS, the payment of the annual rentals due under the Lease from the Levee/Village TIF Revenues will be on a parity with the payment of the (i) City of West Lafayette, Indiana, Tax Increment Revenue Bonds, Series 2015, currently outstanding in the principal amount of $171,000, (ii) lease rentals in respect of the 2016 Bonds (to the extent such 2016 Bonds are not entirely refunded with the Bonds) which 2016 Bonds are currently outstanding in the principal amount of $6,615,000, (iii) sublease rentals in respect of City of West Lafayette, Indiana, Taxable Economic Development Bonds of 2016 (State Street Project), currently outstanding in the principal amount of $43,440,000, (iv) lease rentals in respect of the 2019 CH Bonds (to the extent such 2019 CH Bonds are not entirely refunded with the Bonds) which 2019 CH Bonds are currently outstanding in the principal amount of $8,955,000 and (v) lease rentals in respect of the Authority's Lease Rental Bonds, Series 2025 (Public Safety Center Project) currently outstanding in the principal amount of $51,605,000 (the foregoing (i) through (v), collectively, the "Outstanding Levee/Village Parity Obligations"); and

WHEREAS, the payment of the annual rentals due under the Lease from the KCB TIF Revenues will be on a parity with the payment of the (i) City of West Lafayette, Indiana, Tax Increment Revenue Bonds, Series 2015, currently outstanding in the principal amount of $171,000 and (ii) lease rentals in respect of the 2019 RC Bonds (to the extent such 2019 RC Bonds are not entirely refunded with the Bonds) which 2019 RC Bonds are currently outstanding in the principal amount of $24,960,000 (the foregoing (i) and (ii), collectively, the "Outstanding KCB Parity Obligations"); and

WHEREAS, the annual rentals due under the Lease will not exceed $3,800,000 per annum; and

WHEREAS, the Council has been advised that the Commission reasonably expects the TIF Revenues to be sufficient to fully pay the lease rentals due under the Lease in each year such that the District Tax is not expected to be levied during the term of the Lease but is provided as a source of payment to facilitate the marketing of the Bonds; and

WHEREAS, the Act permits the Lease and requires the approval of the Council before its execution by the Commission; and

WHEREAS, the Council deems it advisable to approve and authorize the execution of the Lease; and

WHEREAS, in connection with the Lease, there has been presented to the Council for approval a form of Lease Agreement (the "Site Lease") between the City and the Authority, such Site Lease attached hereto as Exhibit B and incorporated herein by reference, pursuant to which the City will lease to the Authority during the term of the Lease the Road Assets described in Exhibit A of the Site Lease; and

WHEREAS, the Council deems it advisable to approve the Site Lease which it finds to be necessary and essential in connection with the refinancing of all or a portion of the Outstanding Bonds through the issuance of the Bonds; and

WHEREAS, the Site Lease is authorized pursuant to Indiana Code 36-1-11-8 and 36-7-14.5-18; and

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

1. The Council hereby approves the Lease and the Site Lease, subject to the condition that the Commission approves the Lease and Site 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 resolution.

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 $3,800,000; (ii) the maximum interest rate for the Bonds in connection with the Lease is 6.5% per annum and such Bonds may be subject to mandatory sinking fund redemption and may be subject to optional redemption at par value; and (iii) the maximum term of the Lease is fourteen (14) years.

3. The Lease will serve the public purposes of the City and is in the best of interests of the City's residents. In light of the potential savings to be achieved through the refunding of all or a portion of the Outstanding Bonds, the rental provided under the Lease is fair and reasonable, and the execution of the Lease is necessary and wise.

4. Subject to prior approval of the Commission, the Mayor and the Controller of the City are authorized to (i) execute and attest the Site Lease and (ii) approve any such amendments, additions, deletions and changes to the Site Lease as they deem necessary or advisable, and their approval shall be signified by their execution of said Site Lease.

5. The Council hereby approves the pledge by the Commission of the TIF Revenues and District Tax for payment of rentals due under the Lease.

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

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

INTRODUCED ON FIRST AND ONLY READING ON THE _____ DAY OF _____ 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

EXHIBIT A

Form of Lease

LEASE AGREEMENT

BETWEEN

CITY OF WEST LAFAYETTE REDEVELOPMENT AUTHORITY

LESSOR

AND

CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION

LESSEE

DATED AS OF _____, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this ____ day of _____, 2026, by and between the CITY OF WEST LAFAYETTE REDEVELOPMENT AUTHORITY (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5, as amended, as an instrumentality of the City of Lafayette, Indiana (the "City"), to finance local public improvements for lease to the City of Lafayette Redevelopment Commission, and the CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor has been created 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, each as amended (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements, economic development 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 previously created the Levee/Village Redevelopment Area (the "Levee/Village Area") and the Kalberer/Cumberland/Blackbird Economic Development Area (the "KCB Area", together with the Levee/Village Area, the "Areas");

WHEREAS, the Lessee has previously financed improvements in the Areas consisting of improvements to Williams Street, including property acquisition for road projects, a new City hall, and a new indoor recreation and aquatics center (collectively, the "Projects"); and

WHEREAS, the Projects were financed with three series of lease rental bonds issued by the Lessor designated as the (i) Lease Rental Revenue Bonds, Series 2016 (the "2016 Bonds"), (ii) Lease Rental Bonds, Series 2019 (City Hall Project) (the "2019 CH Bonds") and (iii) Lease

Rental Bonds, Series 2019 (Recreation Center Project) (the "2019 RC Bonds", together with the 2016 Bonds and the 2019 CH Bonds, the "Outstanding Bonds"); and

WHEREAS, the Lessee has been advised that all or a portion of the Outstanding Bonds may be refunded for a debt service savings; and

WHEREAS, in order to undertake the refinancing of the Projects through a refunding of the Outstanding Bonds, the Lessee desires, pursuant to Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14.5-14, to lease from the Authority certain roads in the City (the "Road Assets") as more particularly described in Exhibit A of this Lease; and

WHEREAS, the refinancing of all or a portion of the Outstanding Bonds will not be a "controlled project" under Indiana Code 6-1.1-20-1.1 as the Lessee reasonably expects that the lease rentals due under this Lease will be payable from the TIF Revenues (as hereinafter defined);

WHEREAS, the Lessor has or will acquire a leasehold interest in the Road Assets as described in Exhibit A (the "Road Assets", together with the real estate on which they are located, the "Leased Premises");

WHEREAS, at the request of the Lessee, the Lessor has agreed to undertake the refinancing of all or a portion of the Outstanding Bonds through the issuance of its Lease Rental Refunding Revenue Bonds (the "Bonds");

WHEREAS, the total cost of the refunding of all or a portion of the Outstanding Bonds, including, but not limited to, costs of consultants' services, legal and financing expenses, is estimated to be not greater than $30,000,000;

WHEREAS, the term of the Lease is based on the estimated value of the Leased Premises as described in Exhibit A which is in an amount at least equal to the estimated costs of the refunding of all or a portion of the Outstanding Bonds;

WHEREAS, the expected economic life of the Leased Premises is at least fifteen (15) years;

WHEREAS, the maximum term of this Lease is fourteen (14) years from the date the date of issuance of the Bonds;

WHEREAS, the Lessor will maintain a lease rental interest in the Leased Premises for the same period or periods of years that the Lessee proposes to lease the Leased Premises from the Lessor;

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to repay funds borrowed by the Lessor to finance the refunding of all or a portion of the Outstanding Bonds;

WHEREAS, the Act authorizes the Lessee to pledge revenues available to it to accomplish the goals of the plans for the Areas, to finance the costs of the refunding of all or a portion of the Outstanding Bonds, or to make lease rental payments for the Leased Premises;

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be derived from a special benefits tax levied and collected in the City of Lafayette Redevelopment District (the "District") under Indiana Code 36-7-14-27, to the extent not paid from tax increment revenues from (a) the Levee/Village Area allocation area in an annual amount not to exceed $1,500,000 (the "Levee/Village TIF Revenues") and (b) the KCB Area allocation area in an annual amount not to exceed $2,420,000 (the "KCB TIF Revenues", together with the Levee/Village TIF Revenues, the "TIF Revenues");

WHEREAS, the payment of the annual rentals due under this Lease from the Levee/Village TIF Revenues will be on a parity with the payment of the (i) City of West Lafayette, Indiana, Tax Increment Revenue Bonds, Series 2015, currently outstanding in the principal amount of $171,000, (ii) lease rentals in respect of the 2016 Bonds (to the extent such 2016 Bonds are not entirely refunded with the Bonds) which 2016 Bonds are currently outstanding in the principal amount of $6,615,000, (iii) sublease rentals in respect of City of West Lafayette, Indiana, Taxable Economic Development Bonds of 2016 (State Street Project), currently outstanding in the principal amount of $43,440,000, (iv) lease rentals in respect of the 2019 CH Bonds (to the extent such 2019 CH Bonds are not entirely refunded with the Bonds) which 2019 CH Bonds are currently outstanding in the principal amount of $8,955,000 and (v) lease rentals in respect of the Authority's Lease Rental Bonds, Series 2025 (Public Safety Center Project) currently outstanding in the principal amount of $51,605,000 (the foregoing (i) through (v), collectively, the "Outstanding Levee/Village Parity Obligations") ; and

WHEREAS, the payment of the annual rentals due under this Lease from the KCB TIF Revenues will be on a parity with the payment of the (i) City of West Lafayette, Indiana, Tax Increment Revenue Bonds, Series 2015, currently outstanding in the principal amount of $171,000 and (ii) lease rentals in respect of the 2019 RC Bonds (to the extent such 2019 RC Bonds are not entirely refunded with the Bonds) which 2019 RC Bonds are currently outstanding in the principal amount of $24,960,000 (the foregoing (i) and (ii), collectively, the "Outstanding KCB Parity Obligations"); and

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 the Lease is necessary and wise and that the

services provided by the Leased Premises will serve the public interest of the City and are in the best interests of its residents, and the Common Council of the City has by resolution approved the Lease, and the resolution has been entered in the official records of the Common Council;

WHEREAS, 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; and

WHEREAS, the City has notified the Department of Local Government Finance and the Tippecanoe County Auditor of the establishment of the Areas, and the Lessee and the Lessor have obtained all necessary approvals required by law for the execution of this Lease and issuance of the Bonds to refund all or a portion of the Outstanding Bonds, and all other approvals required by law for the execution of this Lease and issuance of such Bonds,

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee within the City the Leased Premises as more particularly described in Exhibit A.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date or dates on which the Bonds are issued and ending on the day prior to date not more than fourteen (14) years thereafter (the "Lease Term"). However, 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 and the payment of the option price, or (b) the payment or defeasance of (i) all Bonds issued to refund all or a portion of the Outstanding Bonds, (ii) all bonds issued to refund all or a portion of the Bonds, (iii) all bonds issued to refund all or a portion of such refunding bonds, or (iv) all bonds issued to improve the Leased Premises; provided that no bonds or other obligations of the Lessor issued to finance or refinance the Leased Premises remain outstanding at the time of such payment or defeasance.

The date or dates the Lessor acquires the interests in the real estate described in Exhibit A 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 which shall provide that the Leased Premises are ready for use. 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 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.

2. (1) Rental Payments. The Lessee agrees to pay fixed annual rentals in the maximum annual amount of $3,800,000 (the "Fixed Annual Rentals") for the Leased Premises during the term of the Lease, payable as set forth in Section 3.

After the sale of the Bonds issued to finance the refunding of all or a portion of the Outstanding Bonds, the Fixed Annual Rental for each year for the Leased Premises 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 each twelve-month period ending on February 1 (the "Bond Year"), plus Five Thousand Dollars ($5,000), payable in equal semiannual installments commencing no earlier than January 15, 2027 or the first January 15 or the first July 15 following the issuance of the Bonds. The amount of such reduced Fixed Annual Rentals and other rentals payable under

the terms of this Lease (collectively, the "Lease Rentals") shall be endorsed on this Lease by the parties hereto at the time of issuance of the Bonds and recorded as an addendum to this Lease.

(2) Additional Rental Payments. (a) The Lessee shall pay as further rental (in addition to the rentals paid under Section 2(1)) for the Leased Premises (the "Additional Rentals") all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and to reimburse the Lessor for any insurance payments made by it under Section 7. 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, 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 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 (the "Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage obligations under Section 148 of the Code.

(b) The Lessee may by resolution pay Additional Rental to enable the Lessor to redeem or purchase Bonds prior to maturity. Such Additional Rental may be paid from funds authorized by the Lessee and available for such purposes. Rental payments due under Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased

by the Lessor with such Additional Rental payments. The Lessee shall be considered as having a leasehold ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b).

3. Payment of Rentals. The first rental installment shall be due no earlier than January 15, 2027 or the first January 15 or the first July 15 following the issuance of the Bonds. Thereafter, rentals shall be payable in advance in equal semiannual installments on January 15 and July 15 of each year. The last semiannual rent payment due shall be adjusted to provide for a rental payment at the annual rate specified above from the date such installment is due to the expiration of this Lease. The date or dates the Leased Premises are acquired and is ready for use shall be endorsed on this Lease on the end hereof by the Lessor and the Lessee as soon as possible after such acquisition and such endorsement shall be recorded with the County Recorder as an addendum or addenda to this Lease.

All Lease Rentals shall be paid by the Lessee to the bank selected as trustee under the Trust Indenture between it and the Lessor (the "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 (the "Trustee"). The bank selected as Trustee 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.

The Lessee is required by law to fully fund the payment of the rentals under this Lease in an amount sufficient to pay the rentals under this Lease regardless of the application of tax credits granted under Indiana Code 6-1.1-20.6. The Lessee must apply any other funds of the

Lessee to the payment of the rental under this Lease then due until the rental under this Lease is fully funded prior to the use or application of any of the Lessee's funds for any other purpose.

4. Abatement of Rent. If any part of 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 in part, for use by the Lessee, it shall then be the obligation of the Lessor to restore that portion of the Leased 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 more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 7 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, the rent shall be abated for the period during which the Leased Premises or any part thereof is unfit or unavailable for use. Such abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use.

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.

5. Source of Payment of Rentals; Covenant to Levy Tax; TIF Revenues.

(a) The rentals shall be payable out of a special benefits tax levied on all taxable property in the District (the "District Tax") to the extent the TIF Revenues are not sufficient. The Lessee shall annually levy a tax on all taxable property in the District in accordance with Indiana Code 36-7-14-27 in an amount sufficient to produce the necessary funds with which to pay the rentals provided for in this Lease on their due date. Each year when the Lessee prepares its budget, the Lessee shall estimate the amount of TIF Revenues expected to be collected in the subsequent calendar year and available for payment of the rentals, taking into account the Outstanding Levee/Village Parity Obligations and the Outstanding KCB Parity Obligations. To the extent that the TIF Revenues, together with the funds on deposit in the funds held under the Indenture 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 in the subsequent bond year for which the budget is being prepared, the Lessee shall annually levy the District 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 TIF Revenues, together with the Funds on Deposit, are insufficient to pay any Fixed Annual Rentals and Additional Rentals when due, taking into account the Outstanding Parity Obligations, the Lessee shall immediately initiate proceedings to levy the District 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, if any, are used to pay the debt service due on the Bonds, the Lessee shall levy the District Tax to replenish such debt service reserve fund to the reserve requirement applicable to the Bonds.

(b) The Lessee, in consideration of the execution of this Lease by the Lessor, in order to secure the payment of the rentals due hereunder and to secure the performance and observance by the Lessee of all covenants expressed or implied in this Lease does hereby pledge the District Tax to secure the payment of the rentals due hereunder, such pledge to be effective as set forth in Indiana Code 5-1-14-4 without filing or recording of this Lease or any other instrument. This pledge shall be effective only to the extent and for the term that the Lessee is obligated to pay rentals under this Lease. The obligation to pay rentals is limited to the District Tax and TIF Revenues; however, the Lessee expects to pay rentals from available TIF Revenues. The obligation to pay any lease rentals under this Lease shall not be considered debt of the City or the District for purposes of the Constitution of Indiana or the Act. There are no encumbrances or other restrictions on the Lessee's ability to pledge the District Tax or the TIF Revenues.

(c) The Lessee hereby covenants that it will not take any action to repeal, rescind or reduce the pledge of the District Tax or TIF Revenues under this Lease so long as this Lease remains in effect.

6. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for operation, maintenance, repairs and alterations to the Leased Premises, but may enter into a sublease, subleases, contract or contracts with the City for the operation, maintenance, repair and alterations of the Leased Premises or any portion of the Leased Premises. At the end of the Lease Term, the Lessee shall deliver the Leased Premises to 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 the Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. The Lessee may trade in any obsolete or worn-out personal property for replacement property which replacement

property will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. The 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 the Lessee.

7. Insurance. (a) The Lessee, at its own expense, will, during the Lease Term, keep the Leased Premises, to the extent such insurance is commercially available, insured against physical loss or damage due to earthquake, and other standard perils designated by the Lessor, with good and responsible insurance companies acceptable to the Lessor and duly qualified to issue insurance policies in Indiana. Such insurance shall be in an amount equal to the outstanding principal amount of the Bonds on or before the beginning of the Lease Term and on or before the first day of April of each year thereafter.

(b) During the full term of this Lease, the Lessee will also, at its own expense, maintain rent or rental value insurance, to the extent such insurance is commercially available, 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 Section.

(c) During the full term of this Lease, the Lessee will also, at its own expense, carry combined public liability insurance covering bodily injury, including accidental death and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) 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.

(d) 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.

(e) 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 or 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 such policies (or certificates of insurance for each policy) shall be 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 rental 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 failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the improvements as provided in Section 4.

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 Lessor.

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

(i) 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

(ii) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act with regard to the Areas and the Plans (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 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 by the Lessor in the Sinking Fund held by the Trustee under the Indenture.

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 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 Covenants. (a) The Lessee shall not assign this Lease or mortgage, pledge, or sublet the Leased Premises herein described, except as provided in Section 6, without the written consent of Lessor. The Lessee shall use and maintain the Leased Premises in

accordance with the laws, regulations, ordinances and statutes of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

(b) After the execution of this Lease, this Lease, the definition of, or the manner of collecting and distributing the District Tax or TIF Revenues, and the lien created by this Lease, shall not be repealed or amended, or impaired in any respect which will adversely affect the rights of the Lessor or owners of the Bonds, nor shall the Lessee, the Lessor or the City adopt any law, ordinance or resolution which in any way adversely affects the rights of the Lessor or such owners so long as this Lease remains in effect or any of the Bonds or the interest thereon remains unpaid.

(c) The obligation to pay any lease rentals under this Lease shall not be considered debt of the Lessee or the City for purposes of the Indiana Constitution or Indiana Code 36-7-14.

10. Tax Covenants. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Code or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the Bonds.

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.

Notwithstanding any other provisions of this Lease, the covenants and authorizations contained in this Lease (the "Tax Sections") which are designed to preserve the exclusion of

interest on the Bonds from gross income for federal tax purposes (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel satisfactory to the Trustee and the Lessor that any Tax Section is unnecessary to preserve the Tax Exemption.

11. Option to Renew. Lessor hereby grants to 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 Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

12. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Lessor's interest in the Leased Premises at a price equal to the amount required to enable Lessor to liquidate the Leased Premises by paying all indebtedness relating to the Leased Premises and the Projects, 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 Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor (if the Lessor is to be liquidated). 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, construction and financing of the Leased Premises and the Projects: organization expenses, financing costs, carry charges, legal fees, architects' and engineers' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Lessor's interest in the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, 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 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, 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.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors 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 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 Lessor's interest in the Leased Premises shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance or lease of the site for the Leased Premises to the Lessor, and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City or any department of the City) designated by the Lessee, all of Lessor's title to the Leased Premises.

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. Levee/Village Parity Obligations – Levee/Village TIF Revenues. The Lessee, on behalf of the District, reserves the right to authorize additional bonds, lease rentals or other

obligations (the "Levee/Village Parity Obligations"), payable ratably out of the Levee/Village TIF Revenues and which rank on a parity with the pledge of Levee/Village TIF Revenues to the payment of rentals due under this Lease and the Outstanding Levee/Village Parity Obligations (including restoring any deficiencies in reserves in connection therewith, if any). The authorization and issuance of such Levee/Village Parity Obligations shall be subject to the following conditions precedent:

(a) All interest and principal payments (including lease rentals in respect thereof) with respect to all obligations payable from the Levee/Village TIF Revenues shall be current to date 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 (the "Certifier") certifying that the Levee/Village TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, is estimated to be equal to at least one hundred twenty-five percent (125%) of the principal and interest requirements (including lease rentals in respect thereof) of all obligations of the Lessee payable from Levee/Village TIF Revenues for each respective year during the term of the Levee/Village Parity Obligations. In estimating the Levee/Village 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 Levee/Village Parity Obligations; provided, the Certifier shall adjust such values for the current and future reductions in real property tax abatements granted to property owners in the Allocation Areas. No increase in Levee/Village TIF Revenues received in any future year shall be assumed which results from projected inflation in property values.

(c) Any Levee/Village Parity Obligations shall be payable semiannually in approximately equal installments on June 15 and December 15 or January 15 and July 15.

The Lessee shall approve and confirm the findings and estimates set forth in the above-described certificate in any resolution or other instrument authorizing the Levee/Village Parity Obligations. The Lessee may issue obligations which are junior and subordinate to the Levee/Village Parity Obligations payable from a junior and subordinate pledge of Levee/Village TIF Revenues (the "Junior Parity Levee/Village Obligations"). Any Junior Parity Levee/Village Obligations shall be payable semiannually in approximately equal installments on June 15 and December 15 or January 15 and July 15.

16. KCB Parity Obligations – KCB TIF Revenues. The Lessee, on behalf of the District, reserves the right to authorize additional bonds, lease rentals or other obligations (the "KCB Parity Obligations"), payable ratably out of the KCB TIF Revenues and which rank on a parity with the pledge of KCB TIF Revenues to the payment of rentals due under this Lease and the Outstanding KCB Parity Obligations (including restoring any deficiencies in reserves in connection therewith, if any). The authorization and issuance of such KCB Parity Obligations shall be subject to the following conditions precedent:

(a) All interest and principal payments (including lease rentals in respect thereof) with respect to all obligations payable from the KCB TIF Revenues shall be current to date 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 (the "Certifier") certifying that the KCB TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, is estimated to be equal to at least one hundred twenty-five percent (125%) of the principal and

interest requirements (including lease rentals in respect thereof) of all obligations of the Lessee payable from KCB TIF Revenues for each respective year during the term of the KCB Parity Obligations. In estimating the KCB 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 KCB Parity Obligations; provided, the Certifier shall adjust such values for the current and future reductions in real property tax abatements granted to property owners in the Allocation Areas. No increase in KCB TIF Revenues received in any future year shall be assumed which results from projected inflation in property values.

(c) Any KCB Parity Obligations shall be payable semiannually in approximately equal installments on June 15 and December 15 or January 15 and July 15.

The Lessee shall approve and confirm the findings and estimates set forth in the above-described certificate in any resolution or other instrument authorizing the KCB Parity Obligations. The Lessee may issue obligations which are junior and subordinate to the KCB Parity Obligations payable from a junior and subordinate pledge of KCB TIF Revenues (the "Junior Parity KCB Obligations"). Any Junior Parity KCB Obligations shall be payable semiannually in approximately equal installments on June 15 and December 15 or January 15 and July 15.

17. 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, Attn: President, 222 North Chauncy Avenue, West Lafayette, Indiana 47906; (b) to Lessee: City of West

Lafayette Redevelopment Commission, Attn: President, 222 North Chauncy Avenue, West Lafayette, Indiana 47906; and (c) to Trustee at the address set forth in the Addendum to the Lease regarding the appointment of the Trustee.

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.

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 constructing, acquiring, equipping and renovating local public improvements in the Areas 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.

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

CITY OF WEST LAFAYETTE
REDEVELOPMENT AUTHORITY

By: _____
President

Attest:

_____
Secretary

LESSEE

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

By: _____
President

Attest:

_____
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. *Dennis H. Otten*

This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the City of West Lafayette Redevelopment 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 _____, 2026.

_____
(Written Signature)

_____
(Printed Name)
Notary Public

(Seal)

My Commission Expires:

_____

County of Residence:

_____

Commission Number:

_____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of West Lafayette Redevelopment 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 _____, 2026.

_____
(Written Signature)

_____
(Printed Name)
Notary Public

(Seal)

My Commission Expires:

County of Residence:

_____ _____

Commission Number:

_____

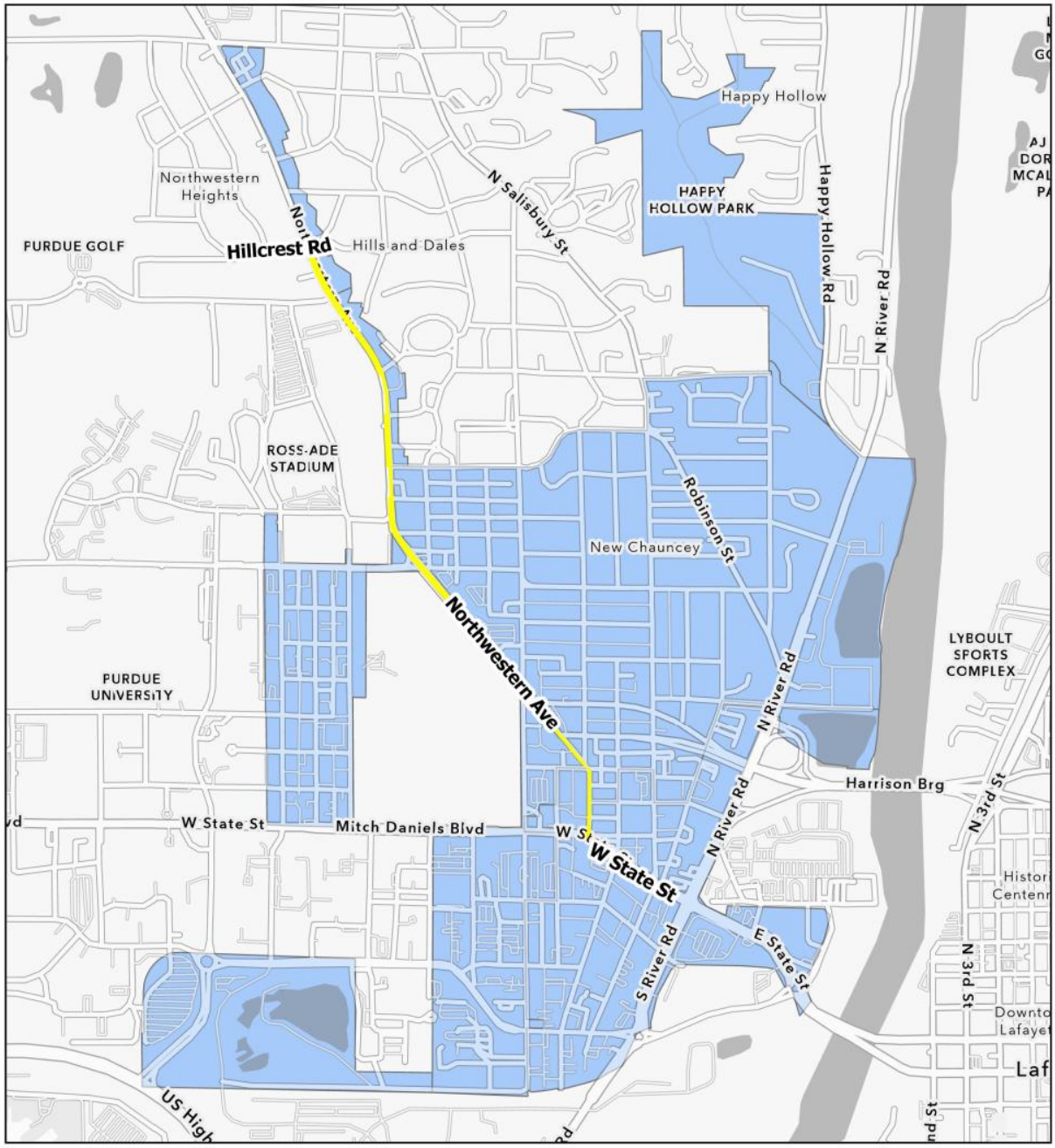
EXHIBIT A

Description of Leased Premises

Road Assets

The Road Assets are depicted in yellow on the maps that follow.

Exhibit A (1)



Northwestern Ave from W State St to Hillcrest Rd

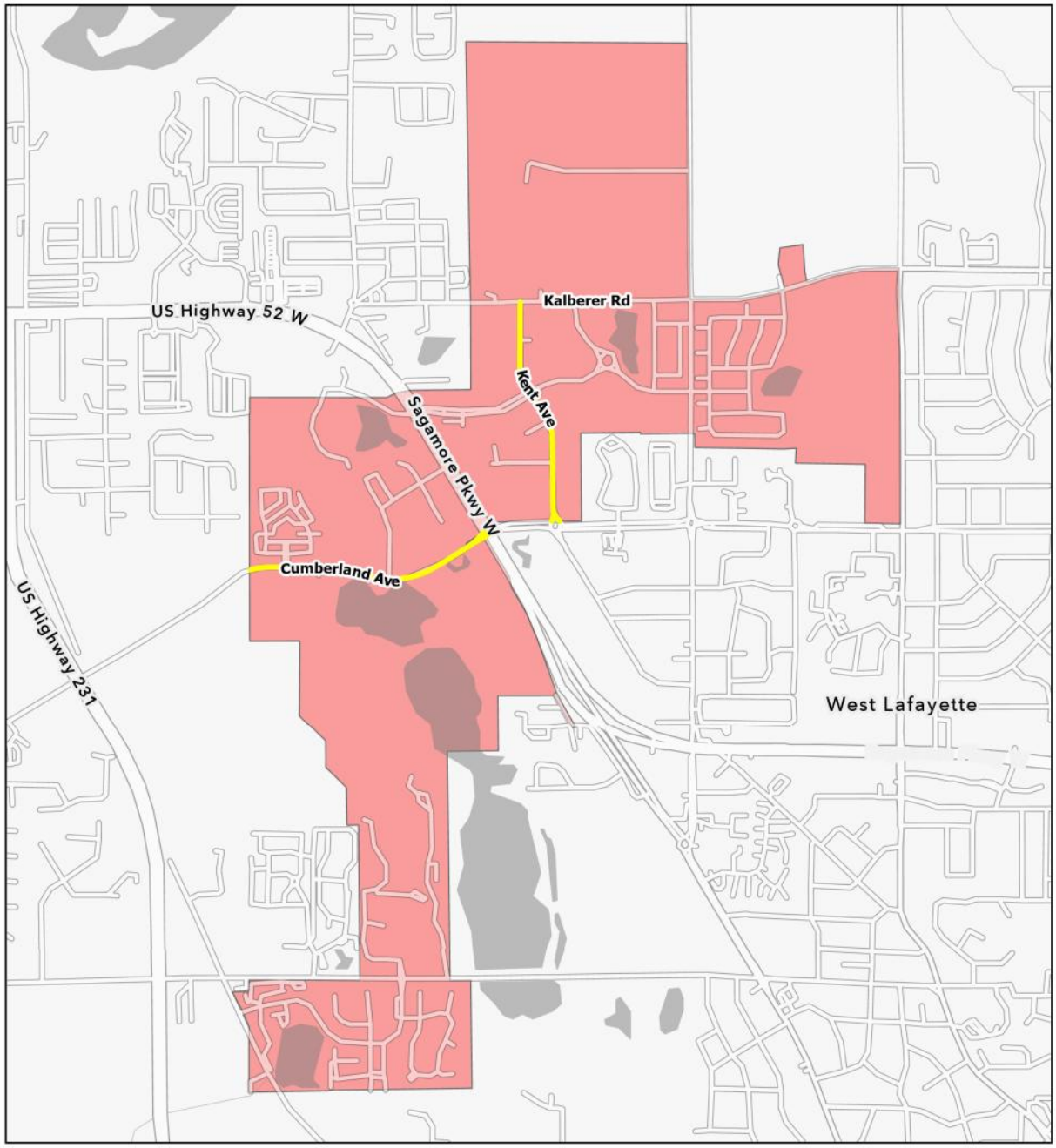
Northwestern Ave

Levee TIF

0 0.13 0.25 0.5 Miles

N

Exhibit A (2)



Cumberland Ave from 2,300 ft. East of US 231 to Sagamore Pkwy W
Kent Ave from Cumberland Ave to Kalberer Rd

Cumberland Ave
Kent Ave
KCB TIF

0 0.13 0.25 0.5 Miles

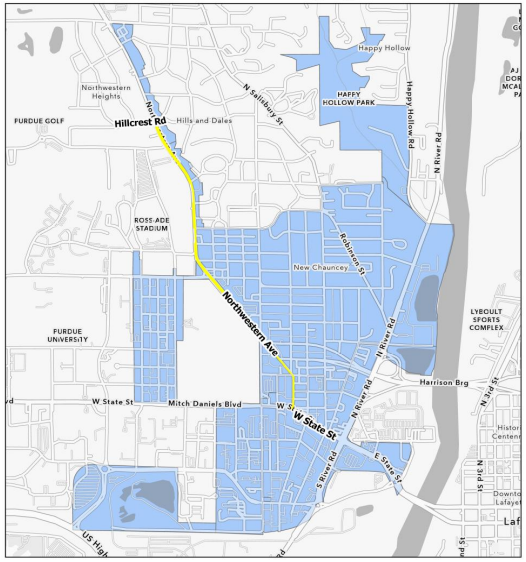
N

Exhibit A (3)

			TIF lane mi * lane mi cost	loan	% of loan	number lane miles
						Exhibit A (1)
						NORTHWESTERN AVE
Levee	feet	145592.0837				***From W State St.***
	miles	27.57425827				***To Hillcrest Rd.***
	lane miles	**54.9423655**	**$231,420,932.74**	**$20,000,000.00**	**8.6%**	**4.75**
						Exhibit A (2)
						KENT AVE
						From Cumberland Ave.
						Kalberer Rd.
KCB	feet	54939.31098				**CUMBERLAND AVE**
						From 2,300 ft West of US 231
	miles	10.40517253				***To Sagamore Pkwy W***
	lane miles	**20.67807765**	**$87,097,451.58**	**$10,000,000.00**	**11.5%**	**2.37**

Levee

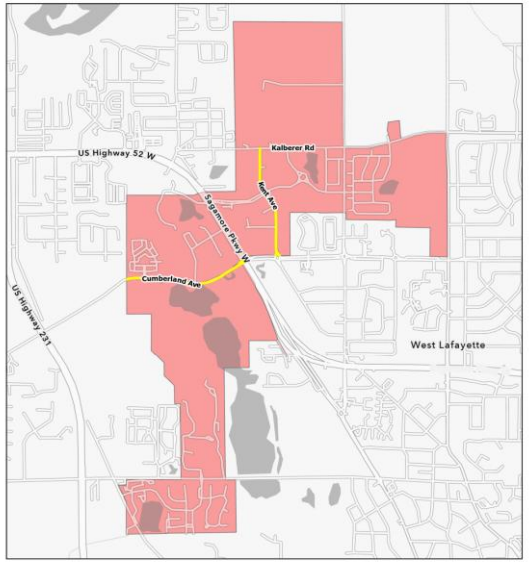
Exhibit A (1)



Northwestern Ave from W State St to Hillcrest Rd

KCB

Exhibit A (2)



Cumberland Ave from 2,300 ft. East of US 231 to Sagamore Pkwy W
Kent Ave from Cumberland Ave to Kalberer Rd

ADDENDUM #1 TO LEASE

Between

City of West Lafayette Redevelopment Authority

and

City of West Lafayette Redevelopment Commission

Dated as of _____, 2026

WHEREAS, the City of West Lafayette Redevelopment Authority, 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, entered into a lease with the City of West Lafayette Redevelopment Commission, dated as of _____, 2026 (the "Lease");

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the reduced Lease Rentals due on the Lease;

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the name of the financial institution selected to serve as Trustee under the trust Indenture between it and the City of West Lafayette Redevelopment Authority; and

WHEREAS, it is provided in Section 3 of the Lease that the date the Leased Premises are acquired and are ready for use shall be endorsed thereon by the parties thereto; now, therefore,

NOW, THEREFORE, IT IS HEREBY CERTIFIED AND STIPULATED BY ALL OF THE UNDERSIGNED THAT:

1. The sum of principal and interest due on each Bond Year, the reduced Lease Rentals and the semiannual installments are attached as Schedule A.

2. The financial institution selected by the City of West Lafayette Redevelopment Authority to be the Trustee under the Indenture is _____, Attention: Trust Department.

3. The City of West Lafayette Redevelopment Authority acquired interest in the Leased Premises described in Exhibit A of the Lease on _____, 2026 and the Leased Premises are ready for use.

Executed this _____ day of _____, 2026.

CITY OF WEST LAFAYETTE
REDEVELOPMENT AUTHORITY

By: _____
President

Attest:

_____
Secretary

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

By: _____
President

Attest:

_____
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. *Dennis H. Otten*

This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

SCHEDULE A

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

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

WITNESS my hand and notarial seal this ___ day of _____, 2026.

_____
(Written Signature)

_____
(Printed Signature)

My Commission Expires:

_____

County of Residence:

_____

Commission Number:

_____

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 West Lafayette Redevelopment Commission and acknowledged the execution of the foregoing Addendum to Lease Agreement for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2026.

_____
(Written Signature)

_____
(Printed Name)

Notary Public

(Seal)

My Commission Expires:

_____

County of Residence:

_____

Commission Number:

_____

EXHIBIT B

Form of Site Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into by and between the CITY OF WEST LAFAYETTE, INDIANA, a political subdivision of the State of Indiana (the "City" or "Lessor"), and the CITY OF WEST LAFAYETTE REDEVELOPMENT AUTHORITY, a separate body corporate and politic and an instrumentality of the City (the "Authority" or "Lessee"), as of this _____ day of _____, 2026 (the "Effective Date").

RECITALS

WHEREAS, the Authority has been established by the City and exists for the purpose of assisting the City of West Lafayette Redevelopment Commission ("Commission") in the financing, construction, development and operating of local public improvements and economic development projects located within the City, all pursuant to Indiana Code 36-7-14 and 14.5 (collectively, the "Act"); and

WHEREAS, the Commission, as the governing body for the Department of Redevelopment of the City, pursuant to the Act, has thoroughly studied the areas of the City known as the Levee/Village Redevelopment Area (the "Levee/Village Area") and the Kalberer/Cumberland/Blackbird Economic Development Area (the "KCB Area", together with the Levee/Village Area, the "Areas"); and

WHEREAS, the Commission has previously financed improvements in the Areas consisting of improvements to Williams Street, including property acquisition for road projects, a new City hall, and a new indoor recreation and aquatics center (collectively, the "Projects"); and

WHEREAS, the Projects were financed with three series of lease rental bonds issued by the Authority designated as the (i) Lease Rental Revenue Bonds, Series 2016 (the "2016 Bonds"), (ii) Lease Rental Bonds, Series 2019 (City Hall Project) (the "2019 CH Bonds") and (iii) Lease Rental Bonds, Series 2019 (Recreation Center Project) (the "2019 RC Bonds", together with the 2016 Bonds and the 2019 CH Bonds, the "Outstanding Bonds"); and

WHEREAS, the Commission has been advised that all or a portion of the Outstanding Bonds may be refunded for a debt service savings; and

WHEREAS, the Authority has or will adopt a resolution indicating its intent to issue its lease rental revenue refunding bonds (the "Bonds"), in one or more series, in an aggregate principal amount not exceeding $30,000,000 to finance (i) the costs of refunding all or a portion of the Outstanding Bonds, (ii) funding a reserve for the Bonds, if necessary, and (iii) costs of issuing the Bonds; and

WHEREAS, the Bonds to be issued by the Authority will be payable from lease rentals received by the Authority, as lessor, from the Commission, as lessee, under a lease between the Authority and the Commission (the "Project Lease") of the real estate consisting of various existing streets and real property owned by the City (the "Road Assets Real Estate") as described in Exhibit A attached hereto and incorporated herein by reference, all in accordance with the Act; and

WHEREAS, the Lessor owns the Road Assets Real Estate and desires to lease to the Lessee any and all interest it may have in the Road Assets Real Estate pursuant to the terms and conditions of this Lease to facilitate the refunding of all or a portion of the Outstanding Bonds through the issuance of the Bonds; and

WHEREAS, pursuant to Indiana Code 36-1-11-8 and the Act, the Lessor may, with the approval of the Commission, lease the Road Assets Real Estate to the Authority pursuant to this Lease upon such terms and conditions as may be agreed upon by the Lessor and the Lessee; and

WHEREAS, this Lease has been approved by the Common Council of the City, the Board of Directors of the Authority and the Commission.

NOW THEREFORE, in consideration of the above recitals and the covenants contained in this Lease, the parties agree as follows:

1. Road Assets Real Estate. Subject to the terms and conditions set forth in this Lease, Lessor hereby leases any and all rights and interests it now has or may hereafter acquire in the Road Assets Real Estate to Lessee for its exclusive use during the term hereof. Lessee acknowledges and agrees that the Road Assets Real Estate is accepted by Lessee, in "AS IS, WHERE IS" condition and "WITH ALL FAULTS," and with no representations or warranties of any type being made by Lessor whatsoever, other than as expressly set forth in this Lease.

2. Term. The term of this Lease shall commence on the Effective Date (also referred to herein as the "Commencement Date") and shall terminate at 11:59:59 p.m. on February 1, 2040 (the "Term") unless sooner terminated as provided herein. Notwithstanding the foregoing, in the event that the Project Lease is terminated prior to the expiration of the initial term of this Lease (or any applicable renewal period), then this Lease will terminate.

3. Rent And Expenses. Beginning on the date hereof (the "Rent Commencement Date"), Lessee shall pay Lessor annual rent ("Rent") during the Term in accordance with the provisions of this section 3 (the twelve month period starting on the Rent Commencement Date and each calendar year during the Term thereafter is a "Lease Year"). So long as the Project Lease remains in effect, Rent shall be and remain One Dollar ($1.00) per year.

4. Liens And Encumbrances.

(a) Except as expressly permitted in this Lease, Lessee shall not permit any liens to encumber the Road Assets Real Estate or its interest in this Lease, nor shall Lessee pledge or otherwise convey to any third party any interest in any of the foregoing, except that Lessee shall be permitted to lease the Road Assets Real Estate pursuant to the Project Lease. Except for liens and encumbrances permitted in this Section 4 or otherwise caused or approved by Lessor, Lessee shall promptly pay and discharge or cause to be paid and discharged, any lien or other encumbrance on the Road Assets Real Estate. Other than in connection with the Project Lease, Lessee may not secure any other obligations with its interest in the Road Assets Real Estate or this Lease without the prior consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion.

(b) During the term of this Lease, without the prior consent of the Lessee, Lessor shall not dispose of, or permit any liens, security interests, charges or encumbrances to be placed on the Road Assets Real Estate.

Notwithstanding the foregoing, the Lessee shall be entitled to assign its interest in this Lease to the trustee for the Bonds as further security for the Bonds under the terms of any trust indenture securing the Bonds.

5. Limitation Of Liability; Indemnification.

(a) Lessor shall have no liability to Lessee or any third party for loss or damage to Lessee's property therein, except to the extent caused by Lessor's intentional acts, its gross negligence or its willful misconduct or that of any of its agents or employees.

(b) Lessee shall, to the extent permitted by law, indemnify, protect, defend and hold Lessor and Lessor's affiliates, officers, directors, members, employees, advisors, bond-holders, lenders, representatives and agents harmless from and against any and all injuries, losses, claims, demands, liabilities, causes of action, suits, judgments, damages (excluding consequential damages), and expenses (including disbursements and reasonable attorney's fees incurred by Lessor) actually or allegedly arising from, related to, or in any way connected with the use or occupancy of the Road Assets Real Estate or the conduct or operation of Lessee's business on the Road Assets Real Estate or in any way connected to Lessee's failure to perform or observe any of the obligations on Lessee's part to be performed or observed pursuant to this Lease.

(c) Subject to the limitations set forth in Section 5(b) above, Lessor, to the extent permitted by law, hereby indemnifies Lessee from and against any and all claims, damages, costs, expenses, including reasonable legal fees, resulting from (i) any damage to person or property caused by Lessor or anyone acting through or under Lessor (each, a "Lessor Party"); or (ii) any breach of this Lease by any Lessor Party.

6. Quiet Possession. Lessor warrants and covenants that, so long as Lessee faithfully performs all of its obligations under this Lease, Lessor will not interfere with Lessee's quiet and peaceable possession and enjoyment of the Road Assets Real Estate, subject, however, to the terms and provisions of this Lease. Notwithstanding the foregoing, Lessor and Lessee hereby covenant and agree that Lessor (i) shall have the right to, be entitled to, and may on its own and at its own expense, without Lessee's consent, during the Term of this Lease, assure the Road Assets Real Estate is suitably and appropriately maintained in accordance with Lessor's standards for similarly situated real estate of the Lessor and (ii) may concurrently use the Road Assets Real Estate for purposes of road and thoroughfare purposes.

7. Default; Remedies; Termination Obligations.

(a) Any failure by Lessee to timely comply with its obligations under this Lease shall constitute a default hereunder.

(b) 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 ninety (90) 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 Road Assets Real Estate and the Lessee covenants to surrender the same forthwith upon demand.

(c) 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.

8. Eminent Domain. If title to or the temporary use of the Road Assets Real Estate, 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 (as defined in the Project Lease).

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

The restoration of the Road Assets Real Estate to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

The acquisition, by construction or otherwise, of other improvements suitable for Lessee's operations on the Road Assets Real Estate and which are in furtherance of the purposes of the Act (the improvements shall be deemed a part of the Road Assets Real Estate and available for use and occupancy 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, Lessee shall direct the Lessor in writing as to which of the ways specified in this Section it 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 become the property of the Lessee and applied to the repayment of the Bonds.

The Lessee shall cooperate fully with Lessor in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Road Assets Real Estate or

any part thereof. In no event will the Lessee voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Road Assets Real Estate or any part thereof without the written consent of Lessor, which consent shall not be unreasonably withheld.

9. Notices. All notices, demands or other writings in this Lease provided to be given or made or sent will be deemed to have been fully given or made or sent, on the day personally delivered, on the next business day if sent by overnight courier or five business days after being deposited in the United States mail, certified, with postage prepaid, and addressed as follows:

To the Lessor:

City of West Lafayette
222 North Chauncey Avenue
West Lafayette, Indiana 47906
Attn: Mayor

To the Lessee:

City of West Lafayette Redevelopment Authority
222 North Chauncey Avenue
West Lafayette, Indiana 47906
Attn: President, Board of Directors

The address to which any notice, demand or other writing may be given or made or sent to any party, as above provided, may be changed by written notice given by the party as above provided.

10. No Relationship Of The Parties. This Lease does not create the relationship of principal and agent or of partnership or joint venture or association between the parties or any other relationship whatsoever (except lessor and lessee), or render either party liable for any of the debts or obligations of the other party. Lessor and Lessee are independent contractors in relation to their respective obligations under this Lease.

11. No Waiver. No covenant, term or condition of this Lease will be deemed waived unless the waiver is in writing signed by the party against whom enforcement of any waiver is sought. The waiver of any provision or breach of this Lease by either party shall not operate or be construed as a waiver of any future breach of the same provision of any other provision or breach.

12. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Lease (which does not include the payment of any monetary amounts) by reason of any strike, lock out, labor trouble, inability to procure materials or energy, failure of power, restrictive governmental laws, riot, insurrection, picketing, sit in, war, acts of foreign or domestic terrorism, civil unrest, or other unavoidable reason of a like nature not attributable to the negligence or fault of the party delayed in performing or doing any act required under the terms of this Lease, then the performance of the work or action will be excused for the period of the unavoidable delay and the period for performance of any action will

be extended for an equivalent period.

13. Invalid Provisions; Change In Law. If any provision of this Lease is illegal, invalid or unenforceable under any present or future law, that provision will no longer be effective, but the remaining terms and conditions of this Lease will remain in full force and effect to the extent permitted by law and as contemplated by this Lease. It is the intent and agreement of the parties that this Lease will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is legal and enforceable and achieves the same objective. If the remainder of this Lease will not be affected by the declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

14. Interpretation. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Lease and shall not negate or invalidate any provision of this Lease.

15. Section Captions. The captions appearing under the Section number designations of this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

16. Binding Effect. The terms, conditions and covenants of this Lease apply to and bind the parties and their respective successors, heirs, legal representatives and permitted assigns, subject to the restrictions contained in this Lease.

17. Time Of The Essence. TIME IS OF THE ESSENCE AS TO ALL DATES AND TIME PERIODS SET FORTH HEREIN.

18. Survival. The terms and provisions of this Lease which have not been fully performed or completed upon the expiration or termination of this Lease, including without limitation, Lessee's obligations with respect to environmental matters, shall survive the expiration or termination of this Lease.

19. Counterpart Execution. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Governing Law. This Lease is executed and intended to be performed in the State of Indiana and the laws of the State of Indiana govern their interpretation and effect. Any litigation related to this Lease must be venued in the state or federal courts in the State of Indiana.

[Signature Page to Lease follows]

LESSOR:

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Erin Easter, Mayor

ATTEST:

By: _____
Peter Gray, Controller

LESSEE:

CITY OF WEST LAFAYETTE
REDEVELOPMENT AUTHORITY

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Erin Easter and Peter Gray, personally known to be the Mayor and Controller of the City of West Lafayette, Indiana (the "City"), and acknowledged the execution of the foregoing Lease Agreement for and on behalf of the City.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

_____
(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 of the Board of Directors of the City of West Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease Agreement for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

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

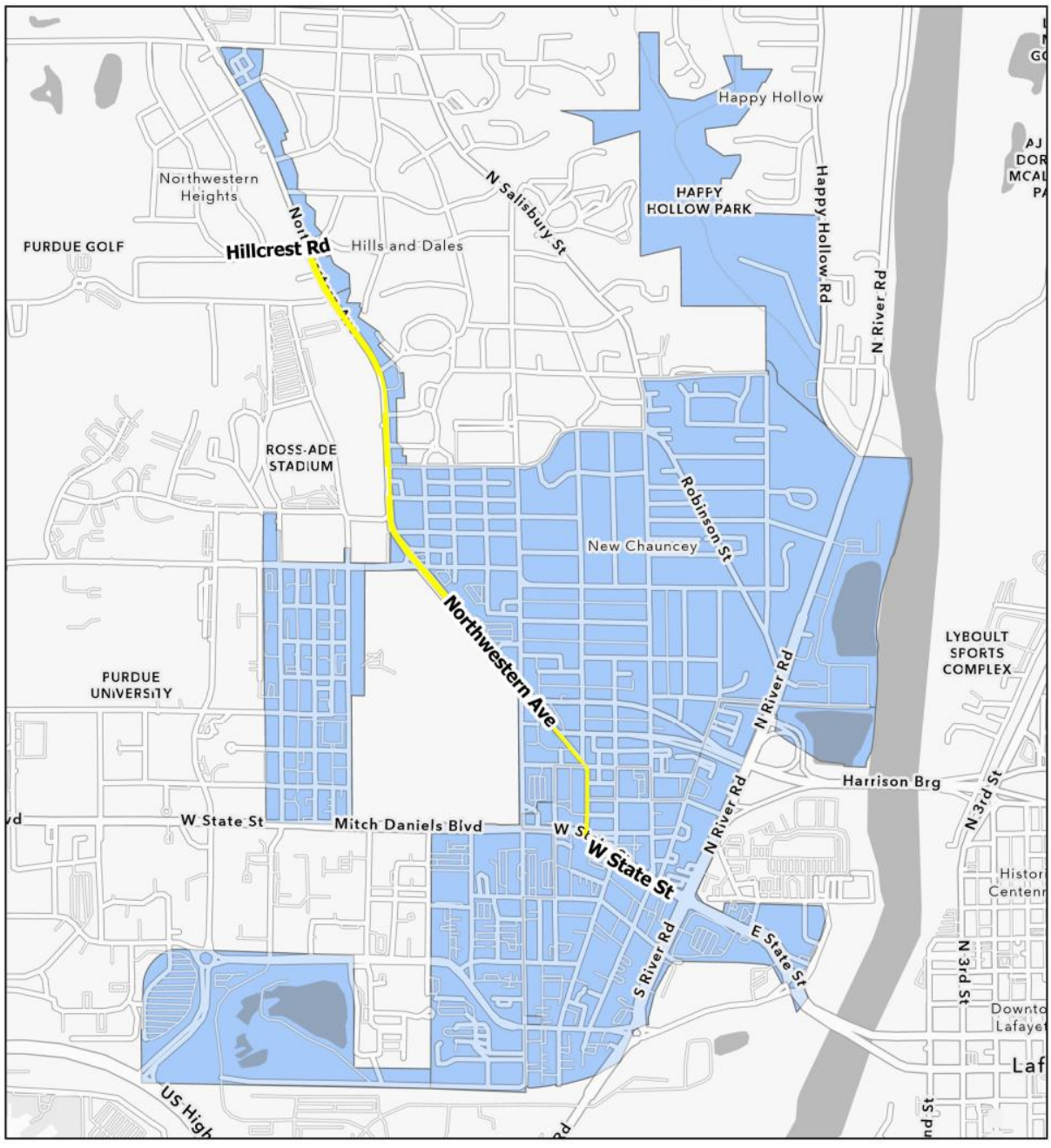
This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

EXHIBIT A

Description of Road Assets Real Estate

The Road Assets are depicted in yellow on the maps that follow.

Exhibit A (1)



Northwestern Ave from W State St to Hillcrest Rd

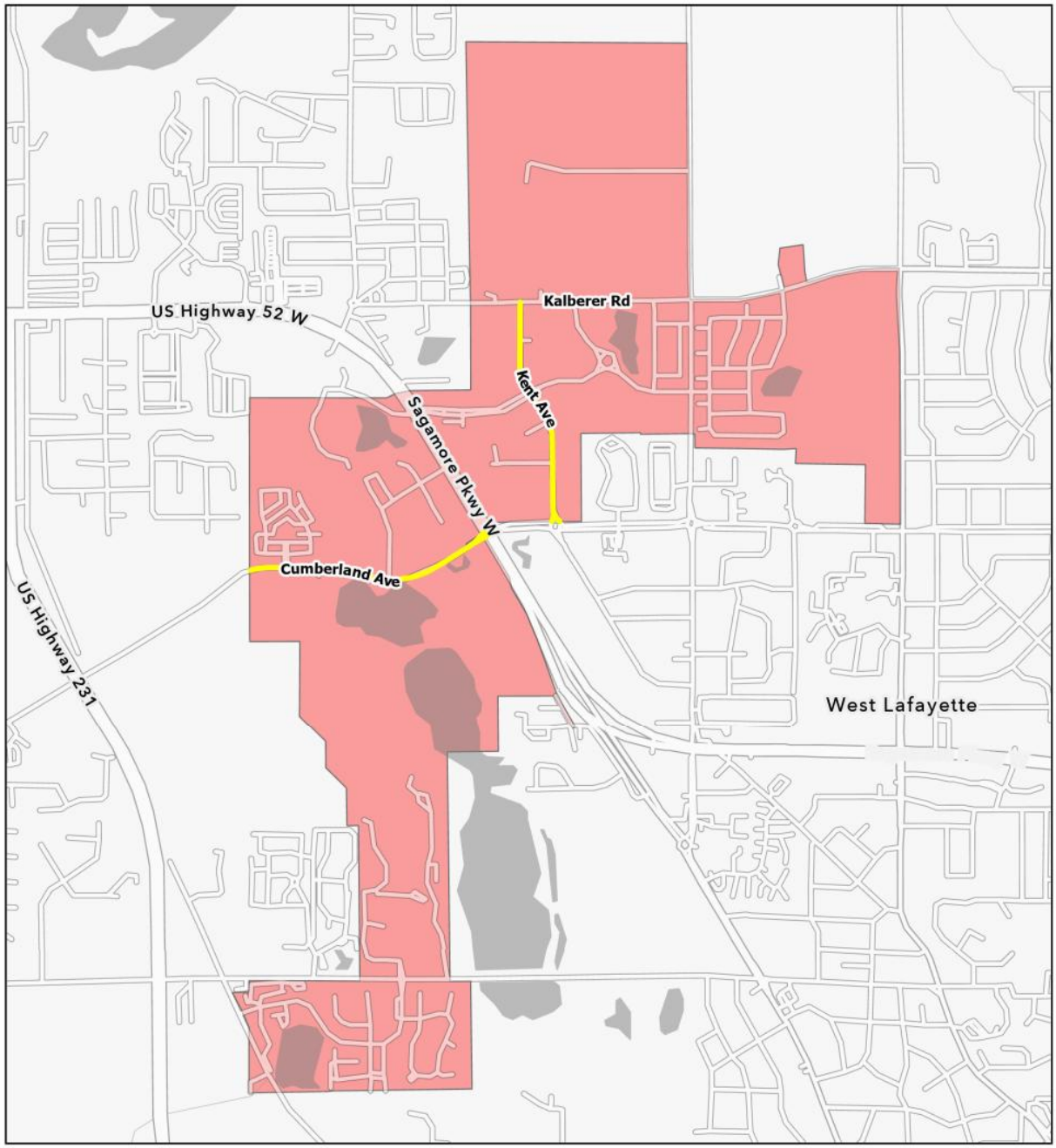
Northwestern Ave

Levee TIF

0 0.13 0.25 0.5 Miles

N

Exhibit A (2)



Cumberland Ave from 2,300 ft. East of US 231 to Sagamore Pkwy W
Kent Ave from Cumberland Ave to Kalberer Rd

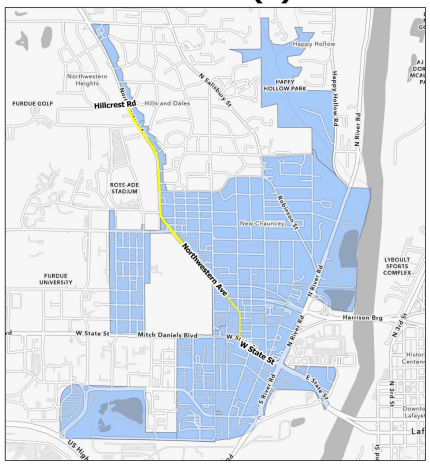
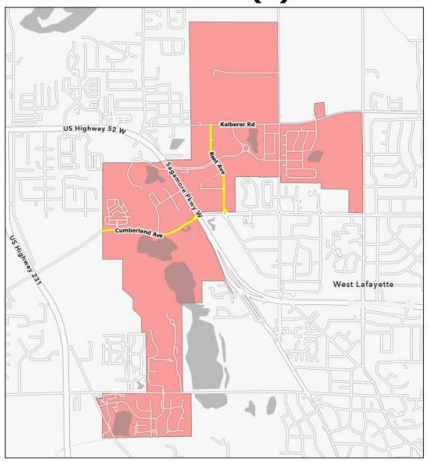
Cumberland Ave
Kent Ave
KCB TIF

0 0.13 0.25 0.5 Miles

N

Exhibit A (3)

			TIF lane mi * lane mi cost	loan	% of loan	number lane miles
						Exhibit A (1)
						NORTHWESTERN AVE
Levee	feet	145592.0837				***From W State St.***
	miles	27.57425827				***To Hillcrest Rd.***
	lane miles	**54.9423655**	**$231,420,932.74**	**$20,000,000.00**	**8.6%**	**4.75**
						Exhibit A (2)
						KENT AVE
						From Cumberland Ave.
						Kalberer Rd.
KCB	feet	54939.31098				**CUMBERLAND AVE**
						From 2,300 ft West of US 231
	miles	10.40517253				***To Sagamore Pkwy W***
	lane miles	**20.67807765**	**$87,097,451.58**	**$10,000,000.00**	**11.5%**	**2.37**

Levee	KCB
Exhibit A (1)	**Exhibit A (2)**
	
Northwestern Ave from W State St to Hillcrest Rd	Cumberland Ave from 2,300 ft. East of US 231 to Sagamore Pkwy W Kent Ave from Cumberland Ave to Kalberer Rd

RESOLUTION NO. 2026-10

RESOLUTION OF THE CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION APPROVING PROCEEDING WITH THE ISSUANCE OF CERTAIN REFUNDING BONDS SUBJECT TO MINIMUM SAVINGS THRESHOLD

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Commission") has previously caused to be financed certain local public improvement projects including certain roadway infrastructure, a new City Hall, and an indoor recreation and aquatics center through certain lease rental bonds issued by the City of West Lafayette Redevelopment Authority (the "Authority") designated as the (i) Lease Rental Revenue Bonds, Series 2016 (the "2016 Bonds"), (ii) Lease Rental Bonds, Series 2019 (City Hall Project) (the "2019 CH Bonds") and (iii) Lease Rental Bonds, Series 2019 (Recreation Center Project) (the "2019 RC Bonds", together with the 2016 Bonds and the 2019 CH Bonds, the "Outstanding Bonds"); and

WHEREAS, the Commission has been advised that all or a portion of the Outstanding Bonds may be refunded for a debt service savings; and

WHEREAS, the Commission desires to proceed with the steps necessary to authorize the issuance of refunding bonds by the Authority (the "Refunding Bonds") to effect the refunding of all or a portion of the Outstanding Bonds; subject, however, to the condition that the Refunding Bonds only be issued if a minimum level of debt service savings can be achieved;

NOW, THEREFORE, BE IT RESOLVED by the Commission as follows:

Section 1. The Commission approves proceeding with all steps necessary to authorize the issuance of the Refunding Bonds to effect the refunding of all or a portion of the Outstanding Bonds. The issuance of the Refunding Bonds shall be on the condition that a net present value debt service savings of no less than three percent (3%) of the Refunded Bonds can be achieved through the issuance of the Refunding Bonds. Prior to the sale of the Refunding Bonds, the municipal advisor to the Commission shall provide information to the Controller of the City confirming that such savings threshold can be achieved. Upon receipt of such information, the Controller is authorized to direct the financing team to proceed with the sale of the Refunding Bonds subject to the requirement that the minimums savings threshold be achieved.

Section 2. The President, Vice President, Secretary and such other staff members, service providers and firms as they may direct, including but not limited to bond counsel, local counsel, municipal advisor and underwriter, are hereby authorized and directed to take any and all other actions on behalf of the Commission as may be necessary or appropriate to proceed with the authorization of the Refunding Bonds.

Section 3. This Resolution shall be effective upon passage.

Adopted the 16th day of September, 2026.

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

President

~~Secretary~~
Arnold Clon

Sponsored by: Mayor Erin R. Easter

RESOLUTION NO. 24-2026

A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST LAFAYETTE AND TIPPECANOE COUNTY TO PROVIDE FOR THE EQUAL DIVISION OF IDD FUNDS FROM THE SK HYNIX PROJECT

WHEREAS, the City of West Lafayette and Tippecanoe County (collectively the "Parties"), along with the Tippecanoe County School Corporation, will receive a portion of the incremental property tax revenue generated from the 133.5 acres of property designated as the SK Hynix West Lafayette IDD; and

WHEREAS, the parties have negotiated an Interlocal Agreement to establish a framework for the equal division of annual incremental tax revenue collected within the IDD Allocation Area.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of West Lafayette hereby approves the Interlocal Agreement in a form substantially similar to that attached hereto.

IT IS FURTHER RESOLVED that the Common Council President is hereby authorized to execute the Interlocal Agreement on behalf of the City of West Lafayette.

INTRODUCED ON FIRST AND ONLY READING ON THE _____DAY OF _____ _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE ____ DAY OF _____, 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ___ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WEST LAFAYETTE AND
TIPPECANOE COUNTY TO PROVIDE FOR
THE DIVISION OF IDD FUNDS FROM THE SK HYNIX PROJECT

This Interlocal Agreement is made this _____ day of _____, 2026, by and between the City of West Lafayette ("City") and Tippecanoe County ("County") which together shall be called "parties."

WHEREAS, in December of 2023, the City was selected as the site of an SK hynix facility to produce state-of-the-art High-Bandwidth Memory Chips;

WHEREAS, in 2025, pursuant to I.C. 36-7-32.5-9, One Hundred Thirty-Three and One Half (133.50) acres of property ("IDD Allocation Area") was designated as the SK hynix West Lafayette IDD (legal description attached as Exhibit A);

WHEREAS, in August of 2026 the City's Redevelopment Commission ("RDC") took the steps necessary to capture the incremental tax revenue of the IDD Allocation Area pursuant to I.C. 36-7-32.5-13 and 14;

WHEREAS, the incremental property tax revenue collected in the IDD Allocation Area will be paid directly by the County Auditor ("Auditor") of Tippecanoe County into a local IDD fund for the SK hynix West Lafayette IDD pursuant to I.C. 36-7-32.5-19 ("West Lafayette IDD Fund");

WHEREAS, in an effort to benefit the local school district and ensure that adequate infrastructure is available to support the development, the City negotiated for a share greater than the statutory minimum;

WHEREAS, the statutorily provided minimum share of incremental property tax revenue payable to the West Lafayette IDD Fund pursuant to I.C. 36-7-32.5-19(b)(5)(B)(6) is twelve percent (12%), the share which will be paid to the West Lafayette IDD Fund annually is twenty percent (20%), pursuant to the Agreement between the IEDC and the City dated July 1, 2026;

WHEREAS, the twenty percent (20%) of annual incremental tax revenue collected within the IDD Allocation Area will be transferred from the West Lafayette IDD Fund to the general funds of the City, County, and Tippecanoe County School Corporation ("TSC") in the following estimated percentages:

To TSC: Fifty-Two and Seventy-Four Hundredths (52.74%)

To County: Twenty-Three and Sixty-Three Hundredths (23.63%)

To City: Twenty-Three and Sixty-Three Hundredths (23.63%); and

WHEREAS, the above estimated percentages may vary from time-to-time based upon the property tax levies of TSC, the County, and the City;

WHEREAS, the City and the County agree the Annual General Fund Distribution between the two of them will always be maintained at an equal division of the remainder available after the percentage transferred from the West Lafayette IDD Fund to TSC on an annual basis and each party will pay such amounts to the other as may be necessary to maintain such equal division annually; and

WHEREAS, the parties anticipate significant investment in the SK hynix West Lafayette IDD totaling over Four Billion Dollars ($4,000,000,000.00) in the coming years.

NOW THEREFORE, the City and County agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The term of this agreement is thirty (30) years with extensions as agreed in writing by the parties as necessary to carry out the intent and purpose of this Agreement. Upon termination, the parties will evenly divide any remaining property of any type.

3. The purpose of this Agreement is to memorialize the agreement of the parties for the equal division of the annual general fund distribution between the parties.

4. The annual general fund distribution from the IDD Allocation Area will be the source of funding for this agreement.

5. The City will provide staffing, bookkeeping, accounting, and general oversight to carry out the purpose of this agreement.

6. This agreement will be administered, if and when required, by a Joint Board comprised of one (1) representative appointed by the Mayor of the City and one (1) representative appointed by the County Board of Commissioners.

7. This agreement will be effective upon approval by the City Mayor and Common Council and the County Board of Commissioners.

8. This agreement will be recorded with the Tippecanoe County Recorder upon full execution by the parties.

9. This agreement will be filed by the City with the State Board of Accounts within sixty (60) days of its effective date.

Agreed:

Tippecanoe County, Indiana

By: _____
Tracy Brown, President of Tippecanoe County Board of Commissioners

Dated: _____

Attest: _____
Jennifer Weston, County Auditor

Dated: _____

City of West Lafayette, Indiana

By: _____
Erin R. Easter, Mayor

Dated: _____

Attest: _____
Sana G. Booker, City Clerk

Dated: _____

City of West Lafayette Common Council

By: _____
Larry J. Leverenz, President

Dated: _____

Approved by Resolution No. _____

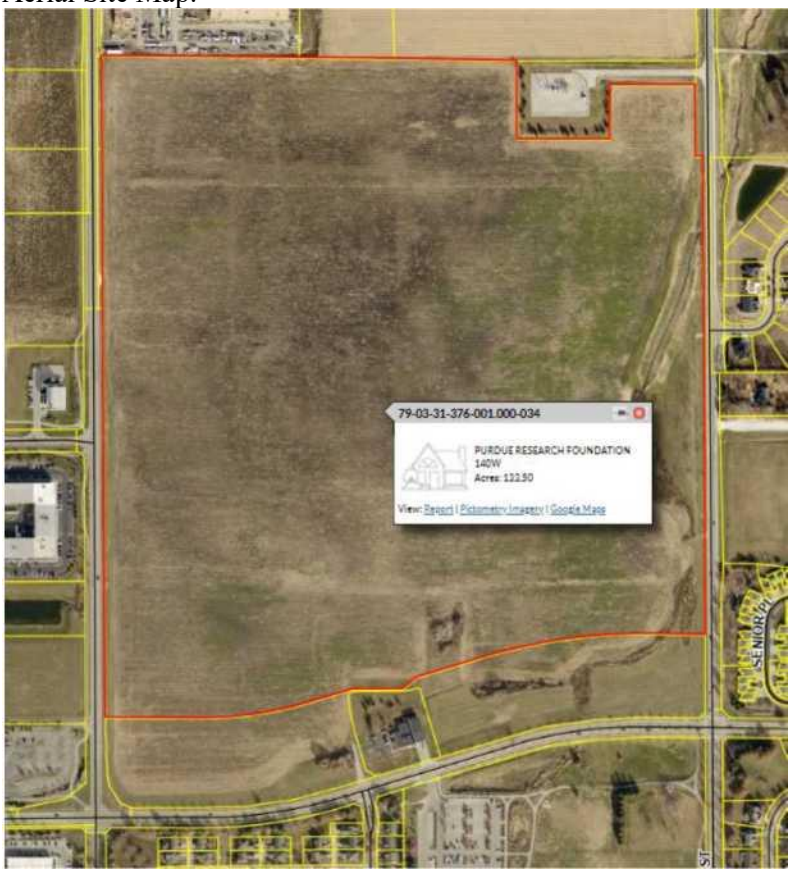
EXHIBIT A

Legal Description of IDD

Property Address: 3800 Yeager Road, West Lafayette, Indiana 47906.

Parcel Number: 79-03-31-376-001.000-034.

Aerial Site Map:



Sponsored by: Councilors David Sanders
and Stacey Burr

RESOLUTION NO. 25-2026

AMENDMENT TO RESOLUTION NO. 09-22 - A RESOLUTION REGARDING LIMITATION ON GOVERNMENT USE OF LICENSE-PLATE-RECOGNITION CAMERAS

WHEREAS, the City of West Lafayette (the "City") approved Resolution No. 09-22 - A Resolution Regarding Limitation On Government Use Of License-Plate-Recognition Cameras (the "Resolution") implementing limitations on the usage of "license-plate-recognition cameras" on May 3, 2022.

WHEREAS, the Resolution specified that all images collected by the license-plate-recognition cameras may not be kept, retained, or stored in any manner for a period exceeding thirty (30) days unless the data or information is related to an active law enforcement investigation.

WHEREAS, the City's usage of license-plate-recognition cameras has successfully promoted public safety.

WHEREAS, the Common Council of the City of West Lafayette seeks to better protect the privacy interests of citizens.

WHEREAS, the Common Council of the City of West Lafayette finds that reducing the retention period for such images continues to support the City's public safety objectives while further protecting the privacy interests of citizens.

WHEREAS, The capabilities of ALPR technology have advanced since its original use by the City, The Common Council wishes to clarify the policy on the use of iterated technology capabilities.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE that:

Section 4. (a) of Resolution No. 09-22 is hereby amended to lessen the retention period of license-plate-recognition camera images from thirty (30) days to no more than seven (7) days. Section 4.(e) of Resolution No. 09-22 is hereby added to address restrictions on potential expanded future use of technology. It will read as follows:

Section 4.

a) All collected images and associated information generated and maintained by the license-plate-recognition cameras ("Image") may not be kept, retained, or stored in any manner for a period exceeding seven (7) days unless the data or information is related to an active law enforcement investigation.

e) Images utilized from the license-plate-recognition cameras ("Image") will be static still or short-interval photo burst images. Video recording, live feeds, or voice files will not be utilized.

The remainder of Resolution No. 09-22 shall remain unchanged.

INTRODUCED ON FIRST READING ON THE _____ DAY OF _____, 2026.

MOTION TO ADOPT MADE BY COUNCILOR _____ AND SECONDED BY COUNCILOR _____.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE _____ DAY OF _____ 2026, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario				
Blanco				
Burr				
Lee				
Leverenz				
Parker				
Rajkarnikar				
Sanders				
Schenkel				

_____
Larry J. Leverenz, Presiding Officer

Attest:

_____
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE _____ DAY OF _____ 2026.

_____
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE _____ DAY OF _____ 2026.

_____
Erin R. Easter, Mayor

Attest:

_____
Sana G. Booker, Clerk

Sponsored By: Councilor David Sanders

RESOLUTION NO. 09-22

A RESOLUTION REGARDING LIMITATIONS ON GOVERNMENT USE OF LICENSE-PLATE-RECOGNITION CAMERAS

WHEREAS, the City of Lafayette has initiated a pilot program ("Program") utilizing "license-plate-recognition cameras" within the territorial jurisdiction of the City of Lafayette.

WHEREAS, the Program has been successful in: (1) the arrest of individuals for offenses such as theft, burglary, auto theft, drug offenses, sexual assault, domestic battery, aggravated battery; and, (2) the arrest of persons wanted on one or more criminal warrants. In addition, the technology may be used to locate missing persons and persons subject to an AMBER Alert or Silver Alert.

WHEREAS, the Lafayette Police Department has shared the information gathered from the Program with other law enforcement agencies for the purpose of reducing crime rates and apprehending missing and/or wanted persons.

WHEREAS, the Program may raise concerns regarding individual privacy and the consequences of government data-gathering.

WHEREAS, it is foreseeable, given the success of the Program, that the City of West Lafayette may adopt similar technology to promote public safety.

WHEREAS, the Common Council of the City of West Lafayette wishes to balance the interests of law enforcement and public safety with the privacy interests of citizens.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Lafayette that:

Section 1. The use of license-plate-recognition cameras shall be permitted to be used by City of West Lafayette government officials ("Officials"), including the West Lafayette Police Department, for legitimate law enforcement purposes such as the identification, location, and apprehension of persons wanted on warrant.

Section 2. The use of license-plate-recognition cameras shall be permitted to be used by Officials to locate suspects or persons of interest in the furtherance of an official investigation into criminal activity.

Section 3. The use of license-plate-recognition cameras shall be permitted for the use by Officials for the purpose of locating missing persons in furtherance of an investigation into a missing persons case.

Section 4. The preceding sections are subject to the following restrictions:

(a) All images collected by the license-plate-recognition cameras ("Image") may not be kept, retained, or stored in any manner for a period exceeding thirty (30) days unless the data or information is related to an active law enforcement investigation.

(b) No Image shall be sold or otherwise shared with a third-party with the exception that Images may be shared with other law enforcement agencies assisting with an official investigation.

(c) Images shall not be used for purposes of enforcing State or local traffic laws except when the offense constitutes (i) a felony or (ii) a misdemeanor that includes intoxication and/or property damage as an essential element of the offense.

(d) Any technology used by the license-plate-recognition system must not be capable of performing facial-recognition functions (an automated or semi-automated process that assists in identifying or verifying the identity of an individual based upon the characteristics of the individual's face).

INTRODUCED ON FIRST AND ONLY READING ON THE 2 DAY OF May, 2022.

MOTION TO ADOPT MADE BY COUNCILOR DeBoer, AND SECONDED BY COUNCILOR Thomas.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 2 DAY OF May, 2022, HAVING BEEN PASSED BY A VOTE OF 7 IN FAVOR AND 2 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco	✓			
Brown		✓		
Bunder	✓			
DeBoer	✓			
Kang	✓			
Leverenz	✓			
Parker	✓			
Sanders	✓			
Thomas		✓		

Peter Bunder, Presiding Officer

Attest:

Sana G. Booker, Clerk

CITY OF WEST LAFAYETTE SEAL Clerk INDIANA

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 3 DAY OF May, 2022.

Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE 3 DAY OF May, 2022.

John R. Dennis, Mayor

Attest:

Sana G. Booker, Clerk

CITY OF WEST LAFAYETTE SEAL Clerk INDIANA