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City of Crown Point

**Proposed Southeast Wastewater Treatment Plant
Antidegradation Report
March 2023; rev. April 2024**

A Wealth of Resources to Master a Common Goal.

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Appendix B	August 2021 Southeast Wastewater Treatment Plant Analysis Technical Memorandum
Appendix C	327 IAC 2-1-2 Maintenance of Surface Water Quality Standards
Appendix D	IC 13-18-3-2 Designation of Outstanding State Resource Waters, Rules and Recommendations, NPDES General Permits and Antidegradation Review, Classification of Waters
Appendix E	Updated Preliminary Effluent Limitations for the Proposed City of Crown Point 121 st Street Wastewater Treatment Plant January 19, 2024
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SECTION 1 – INTRODUCTION

The City of Crown Point owns and operates its own wastewater utility system, which primarily services residents within corporate limits. The City also provides wastewater service outside of corporate limits on a case-by-case basis as requested, as capacity is determined to be available.

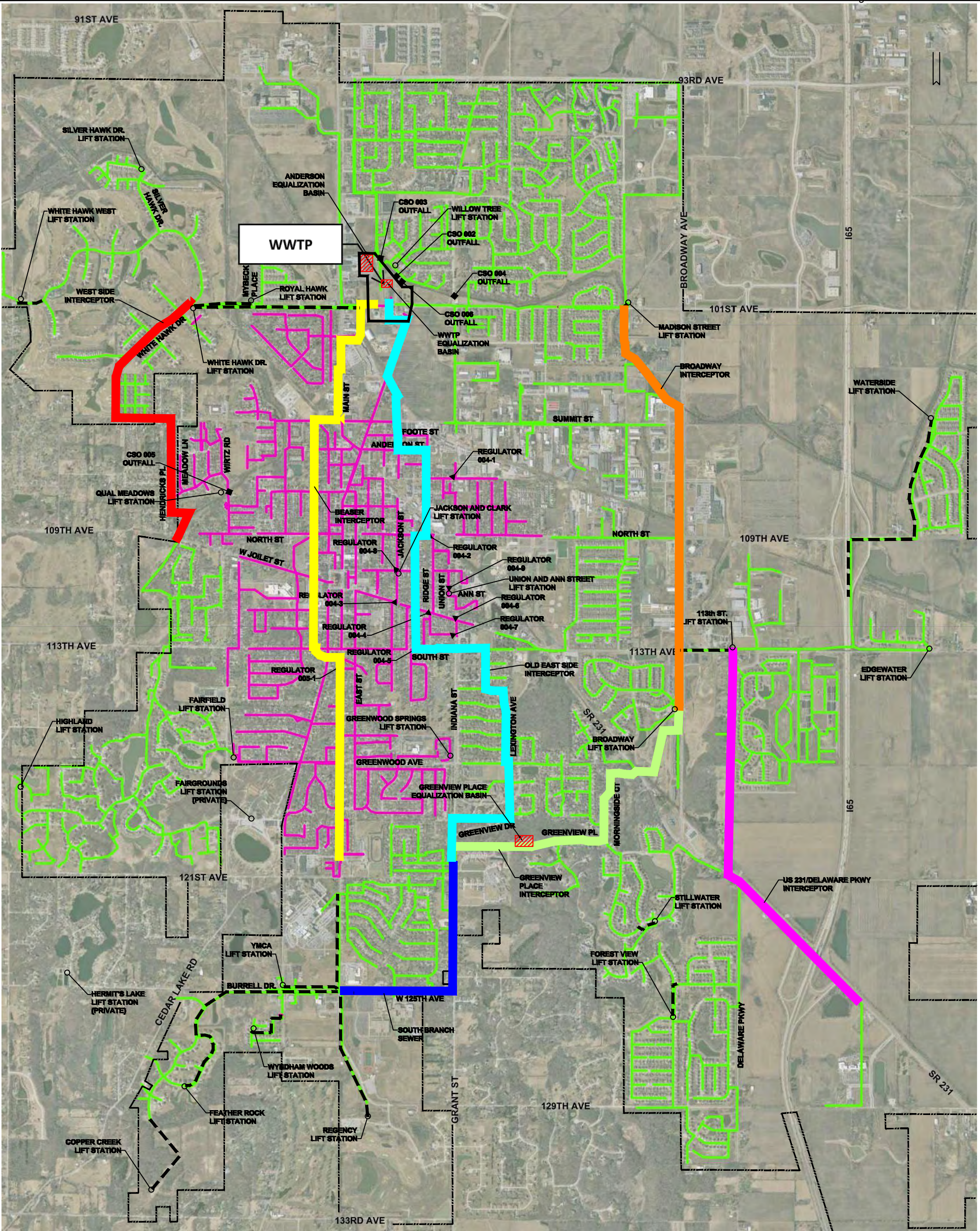
The City's wastewater collection system conveys flows to the existing Wastewater Treatment Plant (WWTP) located in the northern area of the City. The City currently operates a Class III WWTP with an average design flow capacity of 5.2 million gallons per day (MGD) and a peak flow capacity of 8.1 MGD. The existing WWTP discharges to Main Beaver Dam Ditch, which is a tributary to the Deep River and is located within the Deep River-Portage Burns watershed. The City's collection system is comprised of sanitary and combined sewers with five (5) permitted Combined Sewer Overflow (CSO) locations. **Figure 1-1** shows the location of the existing WWTP, the approximate extents of the wastewater collection system, and the location of the City's CSOs.

The City of Crown Point has experienced significant growth in recent years which is projected to continue. This growth is anticipated to occur primarily in the west and south/southeast areas of the City. Additional wastewater flows from recent growth have already contributed to City's CSO Long Term Control Plan (LTCP) Level of Control non-compliance and State Judicial Agreement. In addition, the excessive flows to the existing WWTP were a contributing factor in the City's Agreed Order and Compliance Plan. The anticipated future growth within the City will continue to result in increasing wastewater flows to the existing WWTP and without action, could result in continued non-compliance issues.

With the current and projected increases in flows contributing to City's CSO LTCP Level of Control non-compliance, Commonwealth Engineers assembled an update to the City's *2018 Wastewater Master Planning Report* (Master Plan) via the *2021 Wastewater Preliminary Engineering Report* (PER) (**Appendix A**). The 2021 PER determined that from 2018 to 2020, wastewater flows to the existing WWTP increased from 3.0 MGD to 3.9 MGD, which is an increase of approximately 30 percent over a two-year period. The results of this analysis indicated the projected growth from the 2018 Master Plan is being outpaced.

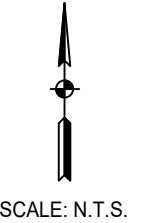
To address the increasing wastewater flows to the existing WWTP, the 2021 PER evaluated an additional wastewater alternative to capture and treat these incoming flows. The recommended project includes the construction of an additional WWTP, identified as the Southeast Wastewater Treatment Plant (SE WWTP), which will discharge into Niles Ditch, also a tributary of the Deep River and located in the Deep River-Portage Burns watershed. Several WWTP alternatives with variations in service areas were evaluated in the *2021 Southeast Wastewater Treatment Plant Analysis Technical Memorandum* (**Appendix B**). "Alternative 3" within the technical memo was determined the most feasible and is the basis for the proposed SE WWTP analyzed in this report.

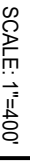
This new facility would be a biomechanical treatment plant with ultraviolet light disinfection. The proposed site layout is depicted on aerial and topographic maps in **Figure 1-2** and **Figure 1-3**, respectively. The flow capacity of the proposed facility is 2.0 MGD, which may be expanded to 8.0 MGD and then eventually 11.5 MGD in the future phases based on potential for service area expansion. This facility will be designed to meet Best Available Demonstrated Control Technology (BADCT) effluent standards.



LEGEND

- | | | |
|----------------------|----------------------------------|--------------------------------------|
| --- CORPORATE LIMITS | WEST SIDE INTERCEPTOR | ○ LIFT STATIONS |
| --- SANITARY SEWERS | BEAVER INTERCEPTOR | ● INTERCEPTORS |
| --- COMBINED SEWERS | BROADWAY INTERCEPTOR | ▨ WET WEATHER
EQUALIZATION BASINS |
| --- FORCE MAIN | OLD EAST SIDE INTERCEPTOR | ■ CSO OUTFALLS |
| | SOUTH BRANCH INTERCEPTOR | ▲ REGULATORS |
| | GREENVIEW PLACE INTERCEPTOR | |
| | US 231/DELAWARE PKWY INTERCEPTOR | |





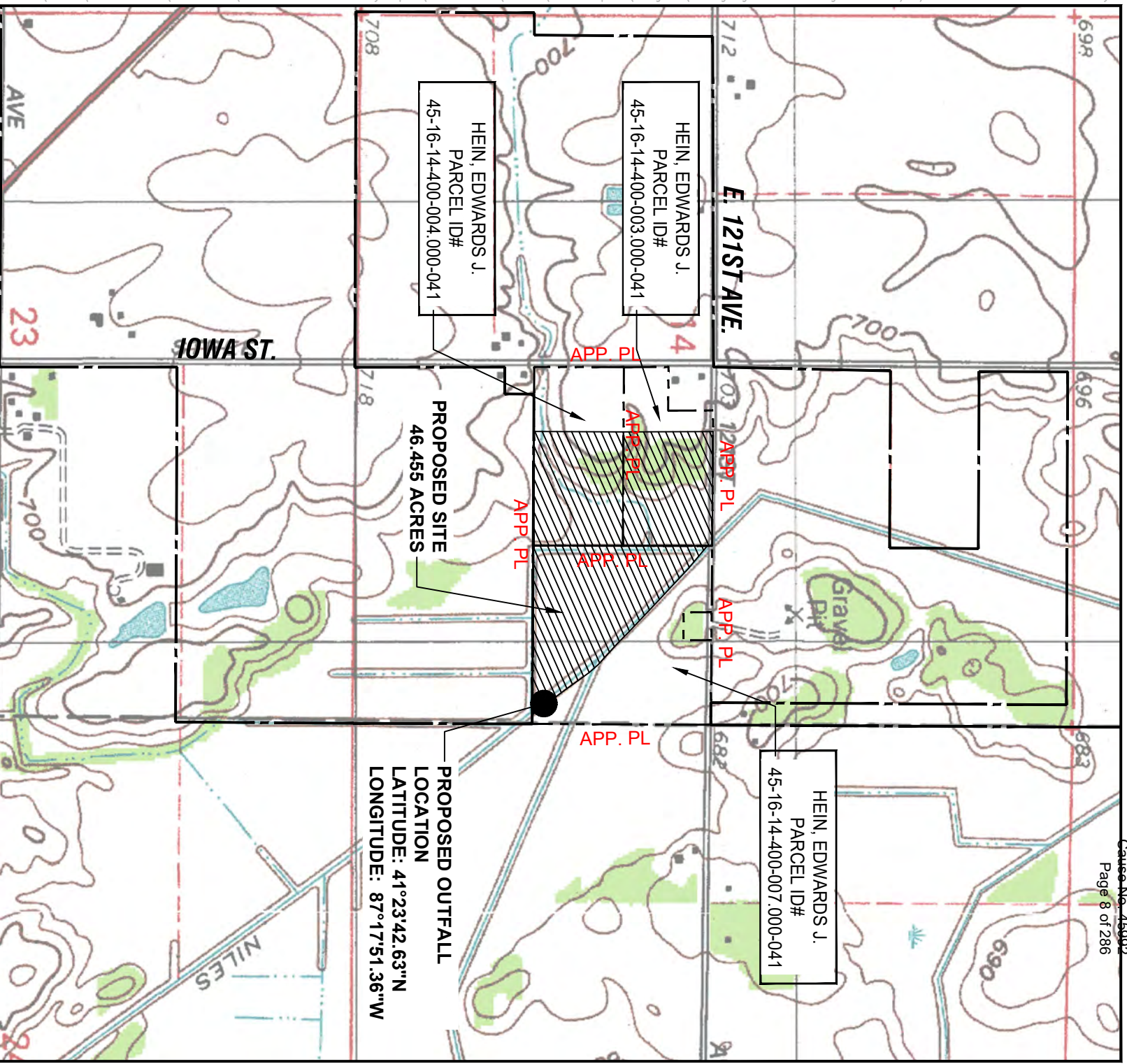
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ANTIDegradation Report

FIGURE 1-2

PROPOSED SE WWTTP AERIAL LOCATION MAP



CITY LIMITS

PROPOSED SITE

APP. RW = APPROXIMATE RIGHT-OF-WAY
APP.PL = APPROXIMATE PROPERTY LINE

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ANTIDEGRADATION REPORT

FIGURE 1-3

FIGURE 1-3 PROPOSED SE WWTTP TOPOGRAPHIC LOCATION MAP

SCALE: 1"=1000'



To assist the Indiana Department of Environmental Management (IDEM) Office of Water Quality (OWQ) Permit Staff, supplemental information was requested for the review and issuance of a National Pollution Discharge Elimination System (NPDES) permit for the development of a new point source discharge permit for the City of Crown Point. As part of this submittal, IDEM OWQ has requested the following information as prescribed by Indiana Administrative Code (IAC) located in **Appendix C** (327 IAC 2-1-2 Maintenance of Surface Water Quality Standards) and **Appendix D** (IC 13-18-3-2 Designation of Outstanding State Resource Waters; Rules and Recommendations; NPDES General Permits and Antidegradation Review; Classification of Waters). The following paragraphs summarize these IAC requirements and the location of the required information within this report is shown in **bold** after each.

327 IAC 2-1.3-5(a) requires every antidegradation demonstration shall include the following basic information:

- (1) The regulated pollutants known or believed to be present in the wastewater and proposed to be discharged (**Section 4**).
- (2) The estimated concentration and mass loading of all regulated pollutants proposed to be discharged (**Section 4**).
- (3) The location of the proposed discharge and a map of the area of the proposed discharge that shows the receiving water or waters that would be affected by the new or increased loading, including the area downstream of the proposed discharge (**Sections 4 and 5**).

Every antidegradation demonstration shall include the following necessary information:

- (1) The availability, reliability, cost-effectiveness, and technical feasibility of the following:
 - (A) No degradation (**Section 2**).
 - (B) Minimal degradation (**Section 2**).
 - (C) Degradation mitigation techniques or alternatives (**Section 2**).
- (2) An analysis of the effluent reduction benefits and water quality benefits associated with the degradation mitigation techniques or alternatives required to be assessed under subdivision (1)(C), including the following:
 - (A) A review of pollution prevention alternatives and techniques that includes the following:
 - (i) A listing of alternatives and techniques, including new and innovative technologies (**Section 2**).
 - (ii) A description of how the alternatives and techniques available to the applicant would minimize or prevent the proposed significant lowering of water quality (**Sections 4**).
 - (iii) The effluent concentrations attainable by employing the alternatives and techniques (**Section 4**).
 - (iv) The costs associated with employing the alternatives and techniques (**Section 3**).
 - (v) An identification of the pollution prevention alternatives and techniques selected to be employed and an explanation of why those selections were made (**Section 2**).
 - (B) An evaluation of the feasibility and costs of connecting to an existing POTW or privately owned treatment works, within the vicinity of the proposed new or increased loading, that will effectively treat the proposed discharge and is willing to accept wastewater from other entities (**Sections 2 and 3**).

- (C) For POTWs, if the proposed significant lowering of water quality is a result of a proposed new or increased loading from one (1) or more indirect dischargers, the analysis shall also include the following: (A) The requirements of clause (A) shall be completed for the indirect discharger or dischargers as well as for the POTW and (B) All combined sewer overflows (CSOs) between the point of discharge to the sewer and the POTW shall be identified **(Not Applicable)**.
- (3) The availability, cost-effectiveness, and technical feasibility of central or regional sewage collection and treatment facilities, including long-range plans for discharges outlined in:
 - (A) state or local water quality management planning documents; and **(Sections 2 and 3)**.
 - (B) applicable facility planning documents **(Sections 2 and 3)**.
- (4) The availability, cost-effectiveness, and technical feasibility of discharging to another waterbody that:
 - (A) is not an OSRW; or **(Not Applicable)**
 - (B) has a higher assimilative capacity for the regulated pollutant **(Section 4)**.

327 IAC 2-1.3-5(g) requires the antidegradation demonstration include the following social and economic analysis information:(g) For each regulated pollutant in the proposed new or increased loading associated with activities in subsection (f), each antidegradation demonstration shall include the following social and economic analysis information:

- (1) The anticipated impact on aquatic life and wildlife, considering the following:
 - (A) Endangered or threatened species **(Section 6)**.
 - (B) Important commercial or recreational sport fish species **(Section 5)**.
 - (C) Other individual species **(Section 6)**.
 - (D) The overall aquatic community structure and function **(Section 6)**.
- (2) The anticipated impact on human health **(Section 5)**.
- (3) The degree to which water quality may be lowered in waters located within the following:
 - (A) National, state, or local parks **(Section 5)**.
 - (B) Preserves or wildlife areas **(Section 5)**.
 - (C) OSRWs or ONRWs **(Not Applicable)**.
- (4) The extent to which the resources or characteristics adversely impacted by the lowered water quality are unique or rare within the locality or state **(Sections 5 and 6)**.
- (5) Where relevant, the anticipated impact on economic and social factors, including the following:
 - (A) Creation, expansion, or maintenance of employment **(Section 3)**.
 - (B) The unemployment rate **(Section 3)**.
 - (C) The median household income **(Section 3)**.
 - (D) The number of households below the poverty level **(Section 3)**.
 - (E) Community housing needs **(Section 3)**.
 - (F) Change in population **(Section 3)**.
 - (G) The impact on the community tax base **(Section 3)**.
 - (H) Provision of fire departments, schools, infrastructure, and other necessary public services **(Section 3)**.
 - (I) Correction of a public health, safety, or environmental problem **(Section 4)**.

- (J) Production of goods and services that protect, enhance, or improve the overall quality of life and related research and development **(Section 3)**.
- (K) The impact on the quality of life for residents in the area **(Section 3)**.
- (L) The impact on the fishing, recreation, and tourism industries **(Section 5)**.
- (M) The impact on endangered or threatened species **(Section 6)**.
- (N) The impact on economic competitiveness **(Section 3)**.
- (O) Demonstration by the applicant that the factors identified and reviewed under clauses (A) through (N) are necessary to accommodate important social or economic development despite the proposed significant lowering of water quality **(Section 3)**.
- (P) Inclusion by the applicant of additional factors that may enhance the social or economic importance associated with the proposed discharge, such as an approval that recognizes social or economic importance and is given to the applicant by:
 - (i) a legislative body; or (ii) other government officials **(Cover Letter)**.

The intent of this report is to address these requirements for new discharges as they relate to the proposed SE WWTP, as outlined by IDEM OWQ in their letter of *Updated Preliminary Effluent Limitations for the Proposed City of Crown Point 121st Street Wastewater Treatment Plant January 19, 2024* **(Appendix E)**. The purpose of this report is to demonstrate the water quality, economic, environmental, and social benefits associated with the construction of the proposed SE WWTP and its ability to treat current and future sanitary sewer system flows.

SECTION 2 – ALTERNATIVES ANALYSIS

This section is intended to demonstrate that a thorough assessment and evaluation of non-degrading, less degrading and degrading alternatives has been conducted.

This alternative analysis includes the 2018 Master Plan recommended project, the 2021 PER recommended project, and a “No Action” alternative. The entirety of each recommended project is utilized as the basis for comparison, as no individual portion of these alternatives is comparable to another. Rather, the entirety of each recommended solution must be implemented to meet the wastewater demand of the increasing population of Crown Point. **Appendix A**, which contains excerpts from the 2021 PER, and **Appendix B**, which contains the SE WWTP technical memorandum, have been utilized for the basis of this portion of the report and outline several treatment and design alternatives.

2.1 NO ACTION ALTERNATIVE

There are several areas in the wastewater utility system that are hydraulically stressed to the point of CSO LTCP non-compliance during wet weather, which include components of the existing WWTP and the areas of CSO 004 and 005. A hydraulic model was developed in the 2018 Master Plan and expanded in the 2021 PER to account for projected increases in long-term growth. With the recalibration of the model in 2021, additional growth projected within the next several years increases the risk of CSO LTCP non-compliance within these areas of concern.

Accelerated development on the east side is anticipated to surpass the capacity of the Broadway Street Interceptor, which serves as a relief to the Combined Sewer System. The interceptor will not be able to adequately convey increased wastewater flows from the expanding customer base and CSO 004 will be under threat of discharges during wet weather events. Additional flows from developments in the south will also be conveyed through the Broadway Street Interceptor as well as through the downtown Combined Sewer System via the Old East Side Interceptor, which will further impact the basin of CSO 004 and 005.

Infrastructure improvements are necessary to achieve compliance with the State Judicial Agreement and Level of Control established in the City’s CSO LTCP and to accommodate the customer base from already approved connections and long-term future growth. In addition, infrastructure improvements are required in accordance with the City’s Agreed Order and approved Compliance Plan. If the “No Action” alternative is selected, the system will not be able to convey wet weather flow from future growth and will continue to be in a non-compliance situation as approved growth within the current system continues to be built. If the City intends to grow, the costs associated with increasing the treatment system capacity are unavoidable and the “No Action” alternative is not feasible.

2.2 2018 WASTEWATER MASTER PLANNING REPORT (MASTER PLAN) RECOMMENDED PROJECT

The 2018 Master Plan recommends increasing wastewater conveyance and treatment capacity by implementing a long-term growth project. The recommended project included a large diameter interceptor, later to be referred to as the Downtown Interceptor.

The Downtown Interceptor needs to be constructed to alleviate stress on the existing collection system and adequately convey the projected wastewater flows. Wastewater flows from the south and west are currently conveyed to the Broadway Interceptor and through the downtown Combined Sewer System. The primary goal of the Downtown Interceptor is to completely divert flow from the west to a new 36-inch to 66-inch gravity interceptor, which will reduce overflows from CSO 004 and 005 and assist the City in meeting the performance objectives of their CSO LTCP.

Additional improvements from the 2018 Master Plan include the Indiana Grant Interceptor, the Lake Interceptor, the Western County Interceptor, Fashion Terrace Improvements, CSO 004 Area Improvements, East Side Collection Improvements (consisting of the East Side Interceptor, force main, and lift station), and a Wet Weather Disinfection Facility.

2.3 2021 WASTEWATER PRELIMINARY ENGINEERING REPORT (PER) RECOMMENDED PROJECT

A wastewater treatment alternative involving the construction of an additional WWTP (the SE WWTP) was considered in the 2021 PER to alleviate the hydraulic stress on the existing system and address the accelerated growth the City has experienced since the 2018 Master Plan and will continue to experience based on already approved connections and projected long-term future growth.

An additional goal of the proposed SE WWTP, as written in the 2021 PER, was to decrease the size and scope of the Downtown Interceptor. Without the proposed SE WWTP, the Downtown Interceptor would require sewers approximately two (2) sizes larger to capture increasing flows from the west service areas. Decreasing the scope of the Downtown Interceptor is critical due to the constructability issues associated with the interceptor. The gravity interceptor as proposed in the 2018 Master Plan would require a depth of up to 20 feet, would impact all existing utilities in its path, and would require full roadway restoration. In addition, trenchless methods of installation for this size and scope of interceptor were found to be prohibitively expensive and ultimately were not considered feasible.

As described in *2021 Southeast Wastewater Treatment Plant Analysis Technical Memorandum* located in **Appendix B**, the City's calibrated hydraulic collection system model was utilized to develop alternative solutions with variations on service area that include the proposed SE WWTP. In summary, the goal of these proposed SE WWTP alternatives was to develop a solution that:

- Maximizes the hydraulic performance of the existing collection system;

- Allows the City to significantly expand the wastewater collection service area and accept projected long-term growth beyond that already identified in the 2018 Master Plan; and
- Decreases the size and scope of the proposed Downtown Interceptor.

The alternative that was considered most feasible (“Alternative 3” with the technical memo) is used as the basis of the proposed SE WWTP in this report. The proposed location of facility is shown in **Figures 1-1** and **1-2** in **Section 1** of this report. The 2021 PER recommended that flows from the south and southeast be diverted to the proposed SE WWTP to allow for additional capacity in the Downtown Interceptor and the existing WWTP to convey and treat flows from the west. Additional growth opportunities are also realized to the north of the City due to increased capacity at the existing WWTP. A comparison of the service areas for the existing system, 2018 Master Plan recommended project, and 2021 PER recommended project is shown in **Table 2-1**.

Table 2-1
Comparison of Wastewater Service Areas

Item Description	Total # of Service Connections	# of Additional Service Connections	Total Service Area (acres)	Service Area Increase (acres)
Existing Service Area	16,159	N/A	11,465	N/A
2018 Master Plan Service Area	23,899	7,740	22,260	10,795
2021 PER Service Area	66,124	37,125	37,110	14,850

While the 2021 PER recommended project includes many of the same improvements detailed in the 2018 Master Plan, the sizes, layouts, and associated costs of certain improvements will change due to the inclusion of proposed SE WWTP. The recommended improvements included in the 2021 PER, which were scaled in design of the SE WWTP, are the Downtown Interceptor, the Western County Interceptor, CSO 004 Improvements, East Side Collection System Improvements (including the Greenvue Place Lift Station & Force Main, Delaware Lift Station & Force Main, and East Side Interceptor), Wet Weather Disinfection Facility, SE Regional Lift Station & Force Main, and the SE WWTP & Equalization Basin. **Table 2-2** provides a comparison of the components included in the 2018 Master Plan recommended project and the 2021 PER recommended project (with total costs of both converted to 2021 dollars).

**Table 2-2
Comparison of Recommended Project Components**

Item Description	2018 Wastewater Master Planning Report Solution	2021 Wastewater Preliminary Engineering Report Solution
Downtown Interceptor	Yes	Yes
Indiana-Grant Interceptor	Yes	No
Lake Interceptor	Yes	No
Western County Interceptor	Yes	Yes
Fashion Terrace Improvements	Yes	No
CSO 004 Area Improvements	Yes	Yes
East Side Collection Improvements	Yes ¹	Yes ²
Wet Weather Disinfection	Yes	Yes
SE Regional Lift Station + Force Main	No	Yes
SE WWTP + Equalization Basin	No	Yes
Total Cost	\$85,674,800	\$99,102,000

¹Includes East Side Interceptor, Forcemain & Liftstation

²Includes Greenview Place Lift Station & Forcemain, Delaware Lift Station & Forcemain, and East Side Interceptor

Despite the lower total cost of the 2018 Master Plan recommended project, the 2021 PER recommended project, inclusive of the proposed SE WWTP, is the preferred project because it provides a long-term solution for the City. The 2021 PER solution also addresses regional wastewater treatment and collection system needs, including eliminating the need for septic systems which can cause pollution. The 2021 PER recommended project captures a larger service area than the 2018 Master Plan recommended project, meeting immediate and future growth requirements for the capture and treatment of wastewater while remaining in compliance with the City's CSO LTCP and Compliance Plan. In addition, the proposed SE WWTP is more readily expandable in the future as the City increases the number of sewer connections.

SECTION 3 – SOCIAL AND FINANCIAL CAPABILITY ANALYSIS

The financial capability analysis involves an analysis of the current and future wastewater costs per household as well as socio-economic indicators in order to determine if the recommended alternative for constructing the proposed SE WWTP will create a substantial economic burden on the City of Crown Point wastewater customers. The following analysis was prepared in accordance with the 1995 Environmental Protection Agency (EPA) Interim Economic Guidance for Water Quality Standards and with assistance from the City's rate consultant.

3.1 MUNICIPAL PRELIMINARY SCREENER

As outlined in the EPA 1995 Interim Economic Guidance for Water Quality Standards, whether maintaining water of high quality is likely to interfere with a development due to additional public-sector costs is determined by jointly considering the results of two (2) tests. The first test, the Municipal Preliminary Screener, is used to establish whether the City can clearly pay for the project. The Municipal Preliminary Screener estimates the total annual pollution control costs per household (existing costs plus those attributable to the proposed project) as a percentage of median household income.

In order to determine the financial impact of 2021 PER recommended project on the City of Crown Point wastewater customers, both the existing cost of wastewater treatment and the cost to implement the project must be derived. The cost to implement the 2021 recommended project is estimated at \$99,102,000. A summary of project phases associated with the 2021 PER, including the total probable cost estimates, is included in **Appendix A: 2021 Wastewater Preliminary Engineering Report**. In order to compare these costs to the costs of other alternatives, these same metrics were also derived for existing conditions and the 2018 Master Plan recommended project.

In addition, a median household income must be established for these calculations. Using data provided by the United States Census Bureau (2019 American Community Survey 5-Year Estimates), the Median Household Income (MHI) for the City of Crown Point is \$76,927. This MHI was used in the following calculations.

A. CURRENT ANNUAL POLLUTION CONTROL COSTS PER HOUSEHOLD

In order to assess the burden that existing pollution control costs have on City of Crown Point residents, an average annual pollution control cost per household was calculated. To determine the current economic burden of wastewater costs on the City of Crown Point Wastewater customers, the Municipal Preliminary Screener was found by dividing the current annual expenses for City of Crown Point wastewater operations paid by customers by the total number of residential EDUs in City and the City's MHI. This process is summarized in **Table 3-1 – Current Annual Pollution Control Costs per Household**. The City's rate consultant provided the 2020 expenses of the wastewater utility as well as any principal and interest payments for outstanding bonds. The total number of residential EDUs was calculated using water usage data from City's water utility Monthly Report of

Operation (MRO) from September 2020 to December 2020. This supporting information is included in **Appendix F: Rate Consultant's Report June 30, 2021**, and **Appendix G: Residential EDU Calculations**.

Table 3-1
Current Annual Pollution Control Costs Per Household

Description	Amount
Current Annual Wastewater Costs	\$8,688,969 ¹
Residential Share of Annual Costs	\$6,932,528 ²
Residential Factor	80.37% ³
Total Number of Residential EDUs	12,426 ⁴
Annual Cost Per Household	\$557.91 ⁵
Total Monthly Cost Per Household	\$46.49 ⁶
City of Crown Point's MHI	\$76,927
Current Municipal Preliminary Screener	0.725% ⁷

1 – 2020 expense data provided by rate consultant (Total Operating Expense + Maximum Combined Debt Service)

2 – 2020 revenue data provided by rate consultant (Residential + Multiple Family Dwelling + Other Wastewater)

3 – Residential Factor calculated using September 2020-December 2020 water data usage (Residential Customers / Total Customers)

4 – Residential EDUs calculated using September 2020-December 2020 water usage data

5 – Annual Cost Per Household = \$6,932,528 / 12,426 = \$557.91

6 – Total Monthly Cost Per Household = \$557.91 / 12 = \$46.49

7 – Current Municipal Preliminary Screener = (\$557.91 / \$76,927) * 100 = 0.725%

As of 2020, there were approximately 2,498 Equivalent Dwelling Units (EDUs) approved that had yet to be built equating to 0.77 MGD of additional average dry weather or a 20% increase compared to the 2020 existing average dry weather flow. This does not include the approximately 4,226 EDUs or 1.31 MGD of average dry weather flow associated with denied connections due to insufficient capacity in the existing collection system. The impact of these developments on peak wet weather flow in the collection system and at the existing WWTP may cause non-compliance as the City continues to expand.

B. 2018 MASTER PLAN SOLUTION ANNUAL POLLUTION CONTROL COSTS PER HOUSEHOLD

In order to compare the financial burden of the City of Crown Point to construct the 2018 Master Plan recommended project compared to “No Action” alternative and the 2021 PER recommended project, the projected annual pollution control costs for this project were calculated for this solution.

The total capital cost of construction of the 2018 Master Plan recommended project is \$85,674,800. The City's rate consultant has determined the project will be financed through a loan at an interest rate of two percent (2%) for approximately

twenty (20) years. The calculation of the future annual pollution control costs and Municipal Preliminary Screener for this alternative is shown in **Table 3-2 – Future Annual Pollution Control Costs per Household for 2018 Master Recommended Project**, which adds the current annual wastewater costs, the annual debt service for the loan, and the estimated annual operating costs of this solution in 2021 dollars as determined in **Appendix B: August 2021 Southeast Wastewater Treatment Plant Analysis Technical Memorandum**.

Table 3-2
Future Annual Pollution Control Costs Per Household for 2018 Master Plan Recommended Project

Description	Amount
Current Annual Wastewater Costs	\$8,688,969 ¹
Annual Capital Cost of 2018 Master Plan Solution	\$3,386,708 ²
Additional Annual Operation & Maintenance Costs of 2018 Master Plan Solution	\$705,184 ³
Total Current and Projected Annual Costs	\$12,780,861 ⁴
Residential Factor	80.37%
Residential Share of Annual Costs	\$10,271,978 ⁵
Residential EDUs	12,426
Annual Cost per Household	\$826.65 ⁶
Monthly Cost per Household	\$68.89 ⁷
City of Crown Point's MHI	\$76,927
Municipal Preliminary Screener for 2018 Master Plan Solution	1.07% ⁸

1 – 2020 expense data provided by rate consultant (Total Operating Expense + Maximum Combined Debt Service)

2 – Loan term of 20 years at 2.0% interest rate (annualized capital cost calculated using EPA Worksheet P)

3 – SE WWTP Analysis Tech Memo O&M&R Costs for 2018 Master Plan Solution = \$14,872,339 / 21.09 = \$705,184 (21.09 = Uniform Series Present Worth Factor based on 20-year period & current -0.5% interest rate)

4 – Total Current and Projected Costs = \$8,688,969 + \$3,386,708 + \$705,184 = \$12,780,861

5 – Residential Share of Costs = \$12,780,861 * 80.37% = \$10,271,978

6 – Annual Cost per Household = \$10,233,400 / 12,426 = \$823.55

7 – Monthly Cost per Household = \$826.65 / 12 = \$68.89

8 – Municipal Preliminary Screener for 2018 Master Plan = (\$823.55 / \$76,927) * 100 = 1.07%

C. 2021 PER SOLUTION ANNUAL POLLUTION CONTROL COST PER HOUSEHOLD

In order to compare the financial burden of the City of Crown Point to construct the 2021 PER recommended project compared to the “No Action” and 2018 Master Plan recommended project, the annual pollution control costs for this solution were calculated.

The total capital cost of construction of the 2021 PER recommended project is \$99,102,000. The City's rate consultant has determined the project will be financed through a loan at an interest rate of two percent (2%) for approximately twenty (20) years. The calculation of the future annual pollution control costs and Municipal Preliminary Screener for this alternative is shown in **Table 3-2 – Future Annual Pollution Control Costs per Household for 2021 PER Solutions**, which adds the current annual wastewater costs, the annual debt service for the loan, and the estimated operating costs of this solution as determined in **Appendix A: Proposed Project Estimated Costs, from Crown Point Wastewater Utility Improvements Preliminary Engineering Report**.

Table 3-3
Future Annual Pollution Control Costs Per Household for 2021 PER
Recommended Project

Description	Amount
Total Current Costs	\$8,688,969 ¹
Annual Capital Cost of 2021 PER Solution	\$3,917,482 ²
Additional Annual Operation & Maintenance Costs of 2021 PER Solution	\$605,634 ³
Total Current and Projected Annual Costs	\$13,212,085 ⁴
Residential Factor	80.37%
Residential Share of Costs	\$10,618,553 ⁵
Residential EDUs	12,426
Annual Cost per Household	\$854.54 ⁶
Monthly Cost per Household	\$71.21 ⁷
City of Crown Point's MHI	\$76,927
Municipal Preliminary Screener for 2021 PER Solution	1.11% ⁸

1 – 2020 expense data provided by rate consultant (Total Operating Expense + Maximum Combined Debt Service)

2 – Loan term of 20 years at 2.0% interest rate (annualized capital cost calculated using EPA Worksheet P)

3 – 2021 PER recommended solution additional O&M&R costs

4 – Total Current and Projected Costs = \$8,688,969 + \$3,917,482 + \$605,634 = \$13,212,085

5 – Residential Share of Costs = \$13,212,085 * 80.37% = \$10,618,553

7 – Annual Cost per Household = \$10,618,553 / 12,426 = \$854.54

8 – Monthly Cost per Household = \$854.54 / 12 = \$71.21

9 – Municipal Preliminary Screener for 2021 PER solution = (\$854.54 / \$76,927) * 100 = 1.11%

D. COMPARISON OF CALCULATED MUNICIPAL PRELIMINARY SCREENERS

Table 3-4 – Municipal Preliminary Screener Impact Comparison compares the impact of implementing each analyzed solution. As outlined EPA 1995 Interim Economic Guidance for Water Quality Standards, the impact to City of Crown Point customers is determined as follows: If the annual cost per household is less than 1 percent of the MHI, the community is expected to incur little economic impact from the project; if the annual cost per household is between 1 and 2 percent of the MHI, the community is expected to incur mid-range impacts from the project; and if the annual cost per household is greater than 2 percent of the MHI, the economic impact of the project on the community would be considered large.

As shown, both solutions analyzed in this report are expected to have mid-range economic impacts on residential wastewater customers in the City of Crown Point. These minimal impacts are due to the City's comparatively high MHI as well as the current number of residential EDUs, a number which is anticipated to continue to increase. Because the proposed projects result in Municipal Screener values greater 1 percent, the Secondary Test must be applied to demonstrate substantial impacts.

Table 3-4
Municipal Preliminary Screener Impact Comparison

Scenario	Municipal Preliminary Screener	Impact
Current Conditions	0.725%	Small
2018 Master Plan Recommended Project	1.07%	Mid-Range
2021 PER Recommended Project	1.11%	Mid-Range

3.2 SECONDARY TEST

As outlined 1995 EPA Interim Economic Guidance for Water Quality Standards, the Secondary Test indicates the community's ability to obtain financing and describes the socioeconomic health of the community. The financial capability of the City to afford the recommended project in 2021 PER depends upon several debt, socio-economic, and financial management indicators:

- Bond Rating
- Overall Net Debt as a Percent of Full Market Value of Taxable Property
- Unemployment Rate
- Median Household Income
- Property Tax Revenue as a Percent of Full Market Value of Taxable Property
- Property Tax Collection Rate

Each factor receives a Secondary Score based upon its relative strength/weakness when compared to a benchmark value. **Table 3-5 – EPA Secondary Indicators** details how Secondary Scores are assigned to each Secondary Indicator.

**Table 3-5
EPA Secondary Indicators**

Indicator	Weak=1	Mid-Range=2	Strong=3
Bond Rating	Below BBB (S&P) Below Baa (Moody's)	BBB (S&P) Baa (Moody's)	Above BBB (S&P) or Baa (Moody's)
Overall Net Debt as a Percent of Full Market Value of Taxable Property	Above 5%	2%-5%	Below 2%
Unemployment	More than 1% above National Average	Equal to National Average, plus or minus 1%	More than 1% below National Average
Median Household Income	More than 10% below State Median	State Median	More than 10% above State Median
Property Tax Revenues as a Percent of Full Market Value of Taxable Property	Above 4%	2%-4%	Below 2%
Property Tax Collection Rate	<94%	94%-98%	>98%

The following sections discuss these indicators as applied to the City of Crown Point and assign each indicator a score.

A. BOND RATING

Current bond ratings for the City of Crown Point summarize the rate consultant's assessment of the City's credit capacity. These ratings typically reflect current financial conditions. According to the **Appendix H: Rate Consultant's Final Official Statement October 28, 2021**, the City of Crown Point's bond rating is "AA" (Standard & Poor's). ***An S&P bond rating of AA for the City of Crown Point's yields a strong Secondary Score of 3 for this indicator.***

B. OVERALL NET DEBT AS A PERCENT OF FULL MARKET VALUE OF TAXABLE PROPERTY

Overall net debt is defined as the debt repaid by property taxes. Overall debt also includes direct community debt such as general obligation bonds, redevelopment bonds, water works bonds, electric utility bonds and sewage works bonds. This indicator provides a measure of debt burden on residents within the community

and measures the ability of local government jurisdictions to issue additional debt. It includes debt issued directly by the local government and the debt of overlapping entities such as school districts. It compares the level of debt owed by the community and serves as a measure of the community's wealth.

The City of Crown Point's rate consultant provided information on outstanding debt and taxation. The overlapping entities used for overall net debt as a percent of full market value of property calculations include the City of Crown Point, Lake County, Crown Point Community School District, Merrillville School District, and Lake County Solid Waste Management. See **Appendix H: Rate Consultant's Final Official Statement October 28, 2021**, for supporting information.

Table 3-6
Overall Net Debt as a Percent of Full Market Value of Taxable Property

Description	Amount
Total Direct Debt	\$21,555,000 ¹
Total Overlapping Debt and Lease Obligations	\$58,025,201 ²
Total Direct Debt and Overlapping Debt and Lease Obligations	\$79,580,201 ³
Assessed Value – 2021 Payable 2022	\$2,067,498,303 ⁴
Overall Net Debt as a Percent of Full Market Value of Taxable Property	3.85% ⁵

1 – Outstanding direct debt for the City of Crown Point as of October 28, 2021

2 – Total debt from overlapping entities as of October 28, 2021

3 – Total Direct Debt and Overlapping Debt and Lease Obligations = \$21,555,000 + \$58,025,201 = \$79,580,201

4 – Total assessed valuation 2021 Payable 2022 per rate consultant's report

5 – Overall Net Debt as a Percent of Full Market Value of Taxable Property = (\$79,580,201 / \$2,067,498,303)

*100 = 3.85%

Per EPA guidance, if overall net debt as a percent of full market property value is above 5%, it is considered weak; if it is between 2-5%, it is considered mid-range; and if it is below 2%, it is considered to be strong. ***The overlapping entities involved in this project have a combined overall net debt as a percent of full market property value of 3.85%, which yields a mid-range Secondary Score of 2 for this indicator.***

C. UNEMPLOYMENT RATE

The unemployment rate is defined as the percent of a community's labor force unemployed. According to EPA guidance shown, if the unemployment rate of a community is greater than 1% above the National Average, then the score is 1 (weak); if the unemployment rate is between 1% above and 1% below the National Average, then the score is 2 (mid-range); and if the unemployment rate is greater than 1% below the National Average, then the score is 3 (strong). The average unemployment rate for the City of Crown Point was 3.8% based on 2019 data from the U.S. Census Bureau American Community Survey 5-Year Estimates. The national average unemployment rate was 3.7% for the same year. ***This indicates***

the City of Crown Point's unemployment rate was approximately 0.1% higher than the national average unemployment in 2019, which results in a mid-range Secondary Score of 2 for this indicator.

D. MEDIAN HOUSEHOLD INCOME

Median Household Income (MHI) is defined as the median of the total income dollars received per household during a calendar year in a community. It serves as an overall indicator of community spending capacity. For this Secondary Indicator, if the MHI of a community is more than 10% below the state's MHI, then the score is 1 (weak); if the MHI is between 10% below and 10% above the state's MHI, then the score is 2 (mid-range); and if the MHI is more than 10% above the state's MHI, then the score is 3 (strong). Using data provided by the 2019 United States Census Bureau American Community Survey 5-Year Estimates, the MHI for the City of Crown Point is \$76,927. Using United States Census Bureau data from the same year, the State of Indiana's MHI was \$57,603. ***This indicates the City of Crown Point's MHI is 33.5% higher than the State of Indiana's MHI in 2019, which results in a strong Secondary Score of 3 for this indicator.***

E. PROPERTY TAX REVENUES AS A PERCENT OF FULL MARKET VALUE OF TAXABLE PROPERTY

The electors of the State of Indiana at the general election held on November 2, 2010, approved an amendment to the State Constitution which provides taxpayers with a tax credit for all property taxes in an amount that exceeds a percentage of the gross assessed value of real and personal property eligible of that credit (Circuit Breaker Tax Credit). Under this amendment, the State General Assembly is required to limit a taxpayer's property tax liability as follows:

- (1) A taxpayer's property tax liability on tangible property, including curtilage, used as a principal place of residence by an:
 - (a) Owner of property;
 - (b) Individual who is buying the tangible property under a contract; or
 - (c) Individual who has a beneficial interest in the owner of the tangible property (collectively, "Tangible Property"); may not exceed one percent (1%) of the gross assessed value of the property that is the basis for the determination of property taxes.

As such, by the restrictions of the Amendment, the residential property tax revenues are limited to 1% of the Full Market Value. According to EPA guidance, where states and local jurisdictions have established legal limits on the amount of property taxes that can be levied as a percent of full market value of taxable property, the use of this indicator is not appropriate. In such cases, this indicator should be dropped, and the other five indicators are assigned equal weight.

F. PROPERTY TAX REVENUE COLLECTION RATE

The property tax revenue collection rate is an indicator of the efficiency of the tax collection system and a measure of how well the local government is administered. It compares the actual amount collected from property taxes to the amount levied. The City's rate consultant calculated the collection rates for the period from 2006-2020 as shown in **Table 3-7 – Property Tax Collection Rate for 2006-2020**, with supporting information also found in **Appendix H: Rate Consultant's Final Official Statement October 28, 2021**.

According to EPA guidance, if the property tax revenue collection rate for a community is below 94%, then the score is 1 (weak); if the property tax revenue collection rate is between 94% and 98%, then the score is 2 (mid-range); and if the property tax revenue collection rate is above 98%, then the score is 3 (strong). ***The City of Crown Point had an average property tax collection rate of 96.89% from 2006-2020, which yields a mid-range Secondary Score of 2 for this indicator.***

Table 3-7
Property Tax Collection Rate for 2006-2020

Year	Taxes Levied	Taxes Collected	Percent Collected
2020	\$13,945,436	\$11,830,198	84.83%
2019	\$12,296,057	\$12,436,307	101.14%
2018	\$11,908,720	\$11,736,615	98.55%
2017	\$11,862,563	\$11,525,404	97.16%
2016	\$10,753,987	\$10,287,302	95.66%
2015	\$10,512,013	\$9,920,984	94.38%
2014	\$10,581,455	\$10,239,875	96.77%
2013	\$10,278,937	\$9,903,119	96.34%
2012	\$10,246,632	\$10,127,806	98.84%
2011	\$10,252,878	\$10,088,472	98.40%
2010	\$9,590,680	\$9,551,550	99.59%
2009	\$9,519,880	\$9,025,798	94.18%
2008	\$9,775,189	\$9,503,439	97.22%
2007	\$9,419,748	\$9,644,610	102.39%
2006	\$8,540,063	\$8,357,873	97.87%
		Average	96.89%

G. CUMULATIVE SECONDARY TEST SCORE

A cumulative assessment score for the Secondary Test was calculated by summing the individual scores and dividing by the number of indicators used.

Table 3-8 – Summary of Secondary Indicators presents a summary of the Secondary Test Scores and the cumulative Secondary Score.

Table 3-8
Summary of Secondary Test Indicators

EPA Parameter	Value	Benchmark	Score
Bond Rating	AA	Strong	3
Overall Net Debt as a Percent of Full Market Value of Taxable Property	3.85%	Mid-Range	2
Unemployment	0.1% Above	Mid-Range	2
Median Household Income	33.5% Above	Strong	3
Property Tax Revenues as a Percent of Full Market Value of Taxable Property ¹	-	-	-
Property Tax Collection Rate	96.89%	Mid-Range	2
Sum	12		
Average	2.4		

1- Due to established legal limits in the State of Indiana on the amount of property taxes that can be levied as a percent of full market value of taxable property, the use of this indicator is not appropriate in this analysis in accordance with EPA 1995 Interim Economic Guidance for Water Quality Standards.

3.3 SUBSTANTIAL IMPACTS MATRIX

The results of the Municipal Preliminary Screener and the Secondary Test Analyses were combined in **Table 3-9 – Substantial Impacts Matrix** to evaluate the level of financial burden the project alternatives may impose on Crown Point Wastewater utility customers. In the matrix, the “X” indicates the impact of the project is likely to interfere with development. The “✓” indicates that impact is not likely to interfere with development. The “?” indicates that the impact is unclear.

Table 3-9
Substantial Impacts Matrix

Secondary Score	Municipal Preliminary Screener (Cost Per Household as a % of MHI)		
	Less than 1.0%	Between 1.0% and 2.0%	Greater than 2.0%
Less than 1.5	?	X	X
Between 1.5 and 2.5	✓	?	X
Greater than 2.5	✓	✓	?

The calculated Municipal Preliminary Screener is between 1.0% and 2.0% for both the 2018 Master Plan recommended project and 2021 PER recommended project (1.07% and 1.11%, respectively). The Secondary Score for the City of Crown Point is 2.4, which is between 1.5 and 2.5. Using **Table 3-9 – Substantial Impacts Matrix**, this results in a “?” in the matrix for both alternatives, indicating the results are unclear.

According to EPA guidance, for communities that fall into the “?” category, if the results of the Secondary Test and the Municipal Preliminary Screener are borderline, then the community should move into the category closest to it. In this case, the Municipal Preliminary Screener values for both alternatives are close to 1.0%, meaning both alternatives may shift left into the “✓” category, indicating no substantial impact. Additionally, because the Secondary Score of 2.4 is also borderline, both alternatives may shift down into “✓” category, again indicating no substantial impact is likely for either alternative.

3.4 SOCIAL AND FINANCIAL CAPABILITY SUMMARY

This financial capability analysis determined that the City of Crown Point residents are not likely to incur substantial economic impacts due to the construction of neither the 2018 Master Plan recommended project nor the 2021 PER recommended project. From a cost perspective, both solutions are viable. The 2018 Master Plan solution solves immediate capacity issues but may not support additional long-term future development. As shown in **Table 2-1 – Comparison of Wastewater Service Areas** located in **Section 2** of this report, the 2021 PER solution provides a significantly expanded wastewater service area.

There are additional social benefits of the proposed SE WWTP that are relevant but not easily quantified. Due to the City’s rapidly growing population, the demand for additional housing, and subsequent connections to the City’s sewer system, will increase. As discussed previously, as of 2020 there were approximately 2,498 approved EDUs that have not been built yet. If the City chooses the “No Action” alternative, the system will not

be able to convey wet weather flow from future growth and will continue to be in non-compliance with the CSO LTCP as approved growth is built.

Additionally, approximately 4,226 EDUs were associated with denied connections in 2020 due to insufficient capacity in the existing collection system. Denying new wastewater connections is likely to make the development of new neighborhoods and additional housing more difficult. Because building the proposed SE WWTP would expand the City's wastewater service area and allow for the creation of new housing, this would also likely expand employment opportunities in the community as well as lead to expansion of current City provisions such as additional fire stations, police stations, health care facilities, schools, and other supporting infrastructure. These additional provisions have the potential to increase the quality of life for City of Crown Point residents.

In summary, the 2018 Master Plan solution would likely not meet the long-term capacity demand as the City increases connections to its sewer system. This is due to the limited capacity available before another solution is required, increasing the capital and operations and maintenance costs of those improvements constructed beyond what has been proposed in the 2018 Master Plan. The 2021 PER recommended project, inclusive of the proposed SE WWTP, presents a cost viable solution to providing water quality that meets state and federal criteria while also allowing long-term socio-economic development.

SECTION 4 – ENVIRONMENTAL BENEFITS

The City of Crown Point's wastewater utility system has five (5) permitted Combined Sewer Overflow (CSO) locations, as shown **Figure 1-1** located in **Section 1** of this report. Two (2) of these CSO basins (CSO 004 and 005), were identified as being hydraulically stressed within the model used in preliminary engineering. As discussed in **Section 2**, this model was developed in the 2018 Master Plan and expanded in the 2021 PER to account for projected increases in long-term growth.

With the recalibration of the model in 2021, additional growth projected within the next several years will negatively impact CSO LTCP compliance within these areas of concern. Accelerated development on the east side is anticipated to surpass the capacity of the Broadway Street Interceptor, which will impact LTCP compliance during wet weather at CSO 004. In addition, flows from developments in the south will also be conveyed through the Broadway Street Interceptor as well as through the downtown area via the Old East Side Interceptor, which will further impact the basin of CSO 004 and CSO 005.

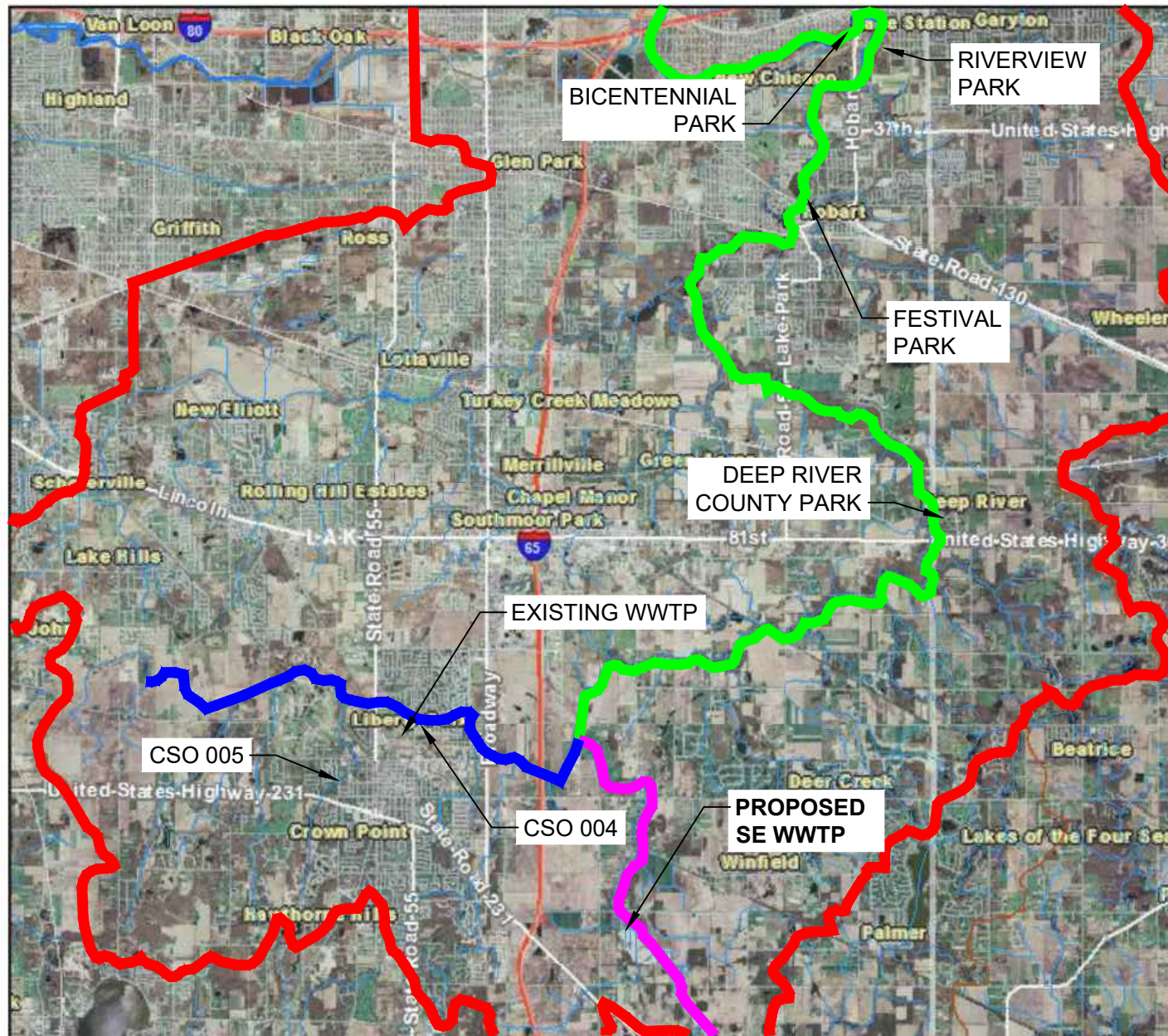
Both Niles Ditch and Main Beaver Dam Ditch are located within the Deep River-Portage Burns Watershed. **Figure 4-1** shows the location of the City of Crown Point and CSO 004 and 005 in relation to these waterbodies within the watershed. When these CSO outfalls activate during wet weather events, the untreated wastewater enters the watershed via CSO discharges to Main Beaver Dam Ditch. In constructing the proposed SE WWTP, wastewater would be treated and discharged into the watershed via Niles Ditch.

Discharging treated wastewater into Niles Ditch rather than untreated wastewater into Main Beaver Dam Ditch will have the benefit of increasing the health of both Main Beaver Dam Ditch and the watershed as a whole by reducing the flow through CSOs during wet weather. The installation and operation of the new SE WWTP will improve the overall water quality in the watershed by diverting additional south/southeast wastewater flows from anticipated City growth and decreasing hydraulic stress at CSO 004 and CSO 005.

4.1 REDUCTION IN WET WEATHER FLOWS THROUGH CSO OUTFALLS

When activated during wet weather, the CSO outfalls in the City of Crown Point release untreated wastewater into Main Beaver Ditch Dam. From January 2020 through December 2022, the five (5) CSO locations have discharged approximately 87.5 million gallons (MG) of untreated wastewater across 86 reported CSO events, which is shown in **Table 4-1**. Approximately 1.95 MG and 3.51 MG of this untreated wastewater were discharged over fifteen (15) and twelve (12) events from CSO 004 and 005, respectively. Further development in the east and south neighborhoods of the City will increase the flows through the basins of CSO 004 and 005 and increase the likelihood of CSO discharges from these outfalls during wet weather. If wet weather flows from the south/southeast are conveyed to the proposed SE WWTP instead of north to the existing WWTP, the frequency and volume of CSO discharges from these outfalls will likely be reduced as this additional flow will not pass through the downtown Combined Sewer System.

Date: 2/3/2023



Legend

- Watersheds HUC10 - 2009
- Rivers (NHD)
- Streams (NHD)
- DEEP RIVER - PORTAGE BURNS WATERSHED BOUNDARY
- DEEP RIVER
- MAIN BEAVER DAM DITCH
- NILES DITCH

Author:



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ANTIDEGRADATION REPORT

FIGURE 4-1
WATERSHED & RECREATION MAP

Table 4-1
January 2020 to December 2022 CSO Discharges for the City of Crown Point

Month	CSO 002		CSO 003		CSO 004		CSO 005		CSO 006	
	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days
2020										
January	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0.02	1	0.04	2	0	0
April	3.919	2	5.8	2	0.229	2	0.08	2	0	0
May	8.77	3	22.08	8	0.487	4	1.474	2	0	0
June	7.131	4	1.704	3	0.664	3	0.636	3	0	0
July	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0
September	8.687	3	3.62	3	0.538	2	0	0	0	0
October	8.148	5	1.354	1	0	0	1.2829	3	0	0
November	1.25	1	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0
2021										
January	0	0	0	0	0	0	0	0	0	0
February	0	0	1.649	2	0	0	0	0	0	0
March	0	0	0.729	1	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0
May	1.09	1	1.418	5	0	0	0	0	0	0
June	1.309	2	0.109	2	0.005	1	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0
August	0	0	0.062	1	0.0038	2	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0
October	2.538	1	0.152	2	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0

Table 4-1 (continued)
January 2020 to December 2022 CSO Discharges for the City of Crown Point

Month	CSO 002		CSO 003		CSO 004		CSO 005		CSO 006	
	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days	Total Volume (MG)	Total Event Days
2022										
January	0	0	0	0	0	0	0	0	0	0
February	0.136	1	0.097	2	0	0	0	0	0	0
March	0.092	1	0.185	2	0	0	0	0	0	0
April	0	0	0.019	1	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0		0	0		0
November	0	0	0	0	0	0	0	0		
December	0	0	0	0	0	0	0	0	0	0
Subtotal	43.07	24	38.978	35	1.9468	15	3.5129	12	0	0
Total CSO Volume (MG)					87.5					
Total Number of CSO Event Days					86					
CSO 004 Average Flow (MGD)					0.13					
CSO 005 Average Flow (MGD)					0.29					
CSO 004 + CSO 005 Total Average Flow (MGD)					0.42					

4.2 REDUCED POLLUTANT LOADING DURING WET WEATHER EVENTS

Changes to the following sections and their associated tables were made utilizing the revised preliminary effluent limitations provided by IDEM in January 2024 (**Appendix E**), and the *Deep River Portage Burns Total Maximum Daily Load (TMDL) Report & the Proposed Crown Point WWTP* report provided by IDEM in 2023 (**Appendix J**). These revisions were made to incorporate the updated phosphorus limits provided by IDEM, which were re-calculated to reflect the Deep River Portage Burns Watershed TMDL.

South/southeast wastewater flows in the City of Crown Point currently move through the Broadway Street and Old East Side Interceptor and may potentially discharge through CSO 004 and 005 during wet weather events. These discharges through the CSOs will have a quantity of pollutants which enter Main Beaver Ditch Dam, quantified through a calculation of the pollutant loading. Pollutant loads can be calculated by multiplying the flow by the concentration of the pollutant being discharged. The influent pollutant concentrations anticipated for the proposed SE WWTP were determined as a part of the *August 2021 Southeast Wastewater Treatment Plant Technical Memorandum* (**Appendix B**) and are shown below in **Table 4-2**.

Table 4-2
Proposed SE WWTP Proposed Influent Concentrations

Parameter	Concentration	Units
CBOD5	250	mg/L
TSS	250	mg/L
Ammonia	50	mg/L
Total Phosphorus (TP)	8	mg/L

The concentrations from **Table 4-2** can be used to determine the pollutant loading of Main Beaver Ditch Dam during wet weather events. The average flow per event was calculated for both CSO 004 and CSO 005. Since both CSO locations have historically both been activated during the same wet weather events, these values were summed to get a total average discharge flow of 0.42 MGD for CSO events.

Because the proposed SE WWTP will be treating the incoming flows, the effluent from the proposed SE WWTP will have a lower pollutant load than what is currently conveyed through the City's Combined Sewer System. The preliminary effluent limits (PELs) calculated by IDEM (**Appendix E** and **Appendix J**) were utilized to quantify the effluent pollutant loading to Niles Ditch from the proposed SE WWTP. These PELs are reproduced in **Table 4-3**. The currently proposed facility is a 2.0 MGD WWTP, with anticipated future capacity upgrades to 8.0 MGD and 11.5 MGD, respectively.

Table 4-3
Proposed SE WWTP Preliminary Effluent Limitations

Parameter	Proposed SE WWTP Average Design Flow (MGD)	Summer Monthly Average (mg/L)	Winter Monthly Average (mg/L)
CBOD5	2.0, 8.0, 11.5	10	10
TSS	2.0, 8.0, 11.5	12	12
Ammonia	2.0, 8.0, 11.5	1.1	1.6
TP	2.0	0.6	0.6
TP	8.0	0.34	0.34
TP	11.5	0.31	0.31

The current pollutant loading of Main Beaver Dam Ditch during wet weather events via CSO 004 and CSO 005 can be compared to the pollutant loading from the proposed SE WWTP. For this comparison, the more restrictive summer PEL for ammonia was chosen for the SE WWTP. **Table 4-4** summarizes this comparison and includes effluent limits and loading for anticipated future upgrades of the proposed SE WWTP.

Table 4-4
CSO 004 & CSO 005 Pollutant Loading vs. SE WWTP Effluent Loading

Parameter	CSO 004 & 005 Total Average Flow (MGD)	CSO 004 & 005 Pollutant Concentration (mg/L)	CSO 004 & 005 Pollutant Loading (lbs/day) ¹
CBOD5	0.42	250	876.23
TSS	0.42	250	876.23
Ammonia	0.42	50	175.25
TP	0.42	8	28.04
Parameter	SE WWTP Average Design Flow (MGD)	SE WWTP Effluent Concentration (mg/L)	SE WWTP Effluent Loading (lbs/day) ¹
CBOD5	2.0	10	166.90
CBOD5	8.0	10	667.60
CBOD5	11.5	10	959.68
TSS	2.0	12	200.28
TSS	8.0	12	801.12
TSS	11.5	12	1151.61
Ammonia	2.0	1.1	18.36
Ammonia	8.0	1.1	73.44
Ammonia	11.5	1.1	105.56
TP	2.0	0.6	10.01
TP	8.0	0.34	22.70
TP	11.5	0.31	29.75

¹Example Loading Calculation: 0.42 MGD*250 mg/l*8.345 = 876.23 lbs/day.

As shown in **Table 4-4**, the pollutant loading of Main Beaver Dam Ditch during wet weather events from CSO 004 and 005 is between 2.8 to 9.5 times higher than the proposed SE WWTP discharge to Niles Ditch for all pollutants utilizing the 2.0 MGD facility flows and effluent limits. As stated previously, both Main Beaver Dam Ditch and Niles Ditch are located within the Deep River Portage Burns watershed. Therefore, in addition to the reduction in loading to Main Beaver Dam Ditch, the overall watershed loading would be decreased during wet weather with the construction of the proposed SE WWTP.

4.3 POLLUTANT LOADING COMPARISON TO THE EXISTING WWTP

The City of Crown Point's existing WWTP also has effluent limits on CBOD5, TSS, ammonia-nitrogen, and total phosphorus (TP). This information is reproduced in **Table 4-5** from the City's existing WWTP NPDES Permit No. IN0025763.

Table 4-5
Existing WWTP Effluent Concentrations

Parameter	Summer Monthly Average	Winter Monthly Average	Units
CBOD5	10	10	mg/l
TSS	10	10	mg/l
Ammonia	1.4	1.6	mg/l
TP	1.0	1.0	mg/L

The pollutant loading to Main Beaver Dam Ditch from the existing WWTP can be calculated utilizing the average design flow and the peak hourly design flow. The more stringent summer effluent concentrations were used for these calculations. **Table 4-6** summarizes the calculations and pollutant loading for average and peak design flows.

Table 4-6
Existing WWTP Pollutant Loading

Parameter	Pollutant Concentration (mg/L)	Average Design Flow Loading (lbs/day)	Peak Hourly Design Flow Loading (lbs/day)
CBOD5	10	433.94	675.95
TSS	10	433.94	675.95
Ammonia	1.4	60.75	94.63
TP	1.0	43.39	67.59

¹Calculations use the average design flow of 5.2 MGD. Example: 5.2 MGD*10 mg/L*8.345 = 433.94 lbs/day.

²Calculations use peak hourly design flow of 8.1 MGD. Example: 8.1 MGD*10 mg/L*8.345 = 675.95 lbs/day.

The loadings for the proposed SE WWTP were previously calculated in **Table 4-4**. A comparison of the pollutant loads to the watershed via Main Beaver Ditch Dam from the existing WWTP discharge and Niles Ditch from the proposed SE WWTP discharge is shown in **Table 4-7** and includes the loading from each proposed future capacity upgrade of the proposed SE WWTP.

Table 4-7
Existing WWTP Pollutant Loading vs. SE WWTP Effluent Loading

Parameter	Existing WWTP Effluent Concentration (mg/L)	Existing WWTP Average & Peak Hourly Design Flows (MGD)	Existing WWTP Effluent Loading (lbs/day)
CBOD5	10	5.2	433.94
CBOD5	10	8.1	675.95
TSS	10	5.2	433.94
TSS	10	8.1	675.95
Ammonia	1.4	5.2	60.75
Ammonia	1.4	8.1	94.63
TP	1.0	5.2	43.39
TP	1.0	8.1	67.59
Parameter	SE WWTP Effluent Concentration (mg/L)	SE WWTP Average Design Flow Each Expansion Phase (MGD)	SE WWTP Effluent Loading (lbs/day)
CBDO5	10	2.0	166.90
CBDO5	10	8.0	667.60
CBDO5	10	11.5	959.68
TSS	12	2.0	200.28
TSS	12	8.0	801.12
TSS	12	11.5	1151.61
Ammonia	1.1	2.0	18.36
Ammonia	1.1	8.0	73.44
Ammonia	1.1	11.5	105.56
TP	0.6	2.0	10.01
TP	0.34	8.0	22.70
TP	0.31	11.5	29.75

As shown in **Table 4-7**, the existing WWTP pollutant loading for the 5.2 MGD average design flow of the existing WWTP is between 2.6 to 4.3 times higher than pollutant loading from the proposed SE WWTP for all pollutants utilizing the 2.0 MGD facility flows and effluent limits.

4.4 SUMMARY

Main Beaver Dam Ditch and Niles Ditch are located within the Deep River-Portage Burns watershed, which has an approved watershed Total Maximum Daily Load (TMDL). As analyzed in this section, the pollutant loading to the watershed from the proposed SE WWTP will be lower than what is currently being discharged via the CSO discharges during wet weather events. The proposed SE WWTP will be designed to meet Best Available Demonstrated Control Technology (BADCT) effluent standards, and the construction of the proposed SE WWTP would result in the discharge of treated effluent to the “stringent/non-degrading” limitations expressed in **Table 4-3**. The construction of the proposed SE WWTP would result in a reduced pollutant loading to the Deep River-Portage Burns watershed during wet weather events from CSOs and treat additional flows to the stringent/non-degrading limitations imposed on the proposed SE WWTP.

Without the construction of the proposed SE WWTP, additional flows from growth in neighborhoods south and east of the City would need to be treated and discharged at the existing WWTP. Excessive flows at the existing WWTP have already been shown to cause non-compliance with the City’s LTCP and could risk future violations of the City’s Agreed Order and Compliance Plan. The proposed SE WWTP, which is included as part of the City’s approved Compliance Plan, provides a way of decreasing excessive flows to the existing WWTP.

In addition, it should also be noted that the SE WWTP proposed as part of the 2021 PER recommended project can be expanded more readily in the future to accommodate long-term future growth than the Downtown Interceptor as proposed in the 2018 Master Plan, further reducing the risk of water quality issues in the long-term. The 2021 PER recommended project provides a solution that is environmentally beneficial and maintains public health and safety, while still supporting substantial future growth beyond the service limits indicated in the 2018 Master Plan.

SECTION 5 – IMPACT ON FISHING, RECREATION, AND TOURISM

According to **327 IAC 2-1-2 (Appendix C)** and **IC 13-18-3-2 (Appendix D)**, it is also necessary to consider the impact of a proposed discharge on fishing, recreation, and tourism. The primary use of the receiving waterway, the Niles Ditch, is for drainage and therefore the impact of the proposed discharge on fishing, recreation, and tourism is not believed to be of concern. As stated in previous sections, the Niles Ditch is a tributary of the Deep River and therefore, potential fishing, recreation, and tourism impacts to this body of water should also be analyzed.

Google Earth, IndianaMap and the Indiana Department of Natural Resources (IDNR) web resources were reviewed for the presence of canoe launch sites, boat ramps, beaches, fishing sites, and other recreation and tourism areas located on the Niles Ditch and the Deep River. For the purposes of this report, the junctures of the Niles Ditch to the Deep River and the Deep River to the Little Calumet River were evaluated for additional impacts. Approximately twenty-five (25) miles were reviewed for evidence of the types of recreational uses that occur in the Deep River.

Four (4) recreational areas or areas conducive to fishing and tourism were identified in our review of the areas downstream of the proposed SE WWTP discharge, as shown in **Figure 4-1** located in **Section 4** of this report. As illustrated, both the Niles Ditch and the Main Beaver Dam Ditch flow into the Deep River, which eventually meets the Little Calumet River approximately twenty-five (25) miles downstream of the City of Crown Point. These waters are all located within the Deep River-Portage Burns Watershed.

To summarize the results of this search, the following local parks and recreational areas were identified downstream of the proposed SE WWTP discharge:

- Public access site & shoreline fishing at Deep River County Park in Hobart, IN located approximately ten (10) miles downstream on the Deep River
- Shoreline/pier fishing at Lake George (Festival Park) in Hobart, IN, located approximately twelve (12) miles downstream on the Deep River
- Public access site & shoreline fishing at Riverview Park in Lake Station, IN, located approximately seventeen (17) miles downstream on the Deep River
- Public access site & shoreline/pier fishing at Bicentennial Park in Lake Station, IN located approximately eighteen (18) miles downstream on the Deep River

Since canoeing and fishing are the primary recreational activities in the Deep River, full body contact recreation or swimming is believed to be unlikely or accidental in nature, if it occurs. The proposed facility will be designed to meet Best Available Demonstrated Control Technology (BADCT) effluent standards, and the construction of the proposed SE WWTP would result in the discharge of treated effluent in the Niles Ditch to the “stringent/non-degrading” limitations expressed in **Table 4-3 – Proposed SE WWTP Preliminary Effluent Limitations** located in **Section 4** of this report. Given the nature of these recreational activities and the draft preliminary effluent quality for the proposed SE WWTP, the fishing, recreation, and tourism industries are unlikely to be negatively impacted by the discharge of treated wastewater from the proposed SE WWTP.

SECTION 6 – IMPACT ON THREATENED AND ENDANGERED SPECIES

According to IAC 2-1-1 (**Appendix C**) and IC 13-18-3-2 (**Appendix D**), it is also necessary to consider the impact of the proposed discharge on threatened or endangered species. According to the Indiana Department of Natural Resources (IDNR) Natural Heritage Data Center, there is one (1) bird species and one (1) vascular plant species identified as being endangered, threatened, or rare within 0.5 miles of the proposed SE WWTP location. This species inventory is located in **Appendix I**. IDNR Natural Heritage did not note any preserves, wildlife areas, or otherwise unique or rare, high-quality habitats located within a 0.5-mile radius of the proposed SE WWTP.

The construction of the recommended project and operation of the proposed SE WWTP are not expected to negatively impact these species or their habitat. Mitigation measures typically recommended by the IDNR and the U.S. Fish and Wildlife Service will be implemented to minimize the project's impact on the habitat of both endangered and non-endangered species in the area. IDEM, IDNR, and the U.S. Army Corps of Engineers (USACE) will be contacted during design and prior to construction and the required permits will be obtained. Ultimately, the construction of the proposed SE WWTP would result in the discharge of treated effluent to the "stringent/non-degrading" limitations expressed in **Table 4-3** located in **Section 4** of this report and would not significantly degrade the water quality or habitat of Niles Ditch, nor impact water quality or habitat downstream in the Deep River.

As discussed in **Section 4**, both Main Beaver Dam Ditch and Niles Ditch are included in the Deep River-Portage Burns Watershed TMDL. Reducing the pollutant loading to Main Beaver Dam Ditch via untreated CSO discharges and treating additional wastewater flows to the stringent/non-degrading limitations imposed on the new SE WWTP will likely have a positive effect on the biotic communities in this watershed during wet weather events.

SECTION 7 – SUMMARY

The supplemental information presented herein is intended to demonstrate that the construction and operation of the City of Crown Point's proposed SE WWTP is not only feasible, but is financially, environmentally, and socially beneficial. This determination was developed based on the requirements set forth in IAC 2-1-1 (**Appendix C**) and IC 13-18-3-2 (**Appendix D**).

7.1 RECEIVING STREAM EXISTING POLLUTANT LOADING AND PROPOSED SE WWTP POLLUTANT LOADING EVALUATION

Additional flows from the expanding south and east neighborhoods will move through the City's Combined Sewer System and potentially discharge through CSO 004 and 005 during wet weather events. Discharges through the CSOs have a quantity of pollutants which enter Main Beaver Dam Ditch, quantified through the calculation of the pollutant load. Pollutant loads can be calculated by multiplying the flow by the concentration of the pollutant being discharged.

In preparation for the design of the proposed SE WWTP, IDEM OWQ was contacted to provide preliminary effluent limits (PELs) for the proposed SE WWTP (**Appendix E** and **Appendix J**). The PELs determine an effluent concentration limit for the proposed SE WWTP receiving stream, the Niles Ditch. These PELs are reproduced in **Table 4-3** located in **Section 4**.

Niles Ditch and Main Beaver Dam Ditch are both tributaries of the Deep River and located in the Deep River-Portage Burns watershed. **Table 4-4** in **Section 4** provides a comparison of the pollutant loading to the Deep River and the Deep River-Portage Burns watershed via CSO discharges to Main Beaver Dam Ditch and via the proposed SE WWTP effluent discharge to Niles Ditch. During wet weather events, pollutant loading from CSOs is up to 9.5 times higher than the proposed loading from the SE WWTP effluent.

7.2 NON-DEGRADING AND LESS-DEGRADING ALTERNATIVES INCLUDING THE NECESSITY FOR CONSTRUCTION AND OPERATION

Three (3) alternatives were analyzed in this report for the treatment of flows from the expanding customer base in the City of Crown Point:

- The "No Action" alternative, which is not considered feasible as the system will not be able to convey wet weather flows as new wastewater connections are approved.
- The *2018 Wastewater Master Planning Report* (Master Plan) recommended project, inclusive of the Downtown Interceptor, the Indiana Grant Interceptor, the Lake Interceptor, the Western County Interceptor, Fashion Terrace Improvements, CSO 004 Area Improvements, East Side Collection Improvements (consisting of the East Side Interceptor, Force Main, and Lift Station), and a Wet Weather Disinfection Facility.

- The 2021 *Wastewater Preliminary Engineering Report* (PER) solution, inclusive of the Downtown Interceptor, the Western County Interceptor, CSO 004 Improvements, East Side Collection System Improvements (including the Greenview Place Lift Station & Force Main, Delaware Lift Station & Force Main, and East Side Interceptor), Wet Weather Disinfection Facility, SE Regional Lift Station & Force Main, and the SE WWTP & Equalization Basin.

The 2018 Master Plan solution was not selected because it does not provide the long-term future growth capacity needed for the rapidly expanding customer base. In addition, decreasing the scope of the Downtown Interceptor as written in the 2018 Master Plan is critical due to the constructability issues associated with the interceptor. The 2021 PER solution captures a larger service area than the 2018 Master Plan solution, meeting both immediate and long-term growth requirements for the capture and treatment of wastewater to maintain compliance with the City's CSO LTCP. The 2021 PER recommended project can be readily expanded to accommodate increasing flows from development while the 2018 Master Plan recommended project cannot, increasing the future capital and operation and maintenance costs beyond what was proposed in the 2018 Master Plan.

7.3 NEW OR INCREASED LOADING

Both Main Beaver Dam Ditch and the Niles Ditch are located within the Deep River-Portage Burns watershed, which has an approved watershed TMDL. As previously discussed, **Table 4-4** in **Section 4** compares the pollutant loading of the watershed through untreated CSO discharges and the proposed SE WWTP effluent. **Table 4-7** provides an additional comparison of the pollutant loading to the watershed through the existing WWTP effluent and the proposed SE WWTP effluent. The discharge of effluent treated to the stringent/non-degrading" limitations shown in **Table 4-3** will result in reduced watershed loading from untreated CSO discharges, ultimately reducing the loading of the watershed during wet weather events. In addition, the proposed SE WWTP, included as part of the City's Agreed Order approved Compliance Plan as well as State Judicial Agreement, provides a means of decreasing excessive flows to the existing WWTP and preventing future non-compliance issues at the existing WWTP.

7.4 HUMAN HEALTH BENEFITS FROM THE PROPOSED SE WWTP DISCHARGE

The primary use of Niles Ditch is for drainage and therefore the impact of the proposed discharge on fishing, recreation, and tourism in the immediate receiving stream is not believed to be of concern. In addition, the capture and treatment of additional south/southeast wastewater flows will reduce the frequency and volume of the City's CSO discharges into Main Beaver Dam Ditch and subsequently, the downstream Deep River and Deep River Portage Burns watershed. This reduction will be a positive impact to the Deep River and watershed health and given the draft preliminary effluent quality for the proposed SE WWTP, the fishing, recreation, and tourism industries along the Deep River

are highly unlikely to be negatively impacted by the discharge of treated effluent from the proposed SE WWTP via Niles Ditch.

7.5 ECONOMIC OR SOCIAL IMPROVEMENTS RESULTING FROM A NEW DISCHARGE

A financial capability analysis was conducted for the City of Crown Point using the 1995 EPA Interim Economic Guidance for Water Quality Standards and with assistance from the City's rate consultant. The 1995 EPA Guidance uses two (2) tests to determine the financial burden for implementing projects. The first test identifies the cost of implementation on individual households. The second test aggregates the debt, socio-economic, and financial conditions of the City into a financial capability score, or the cumulative secondary test score. The two (2) tests are used in a Substantial Impacts Matrix to determine the financial burden of the alternatives on City of Crown Point customers.

The 1995 EPA Guidance demonstrated that the construction of the 2021 PER recommended project would have no substantial financial impact on the City of Crown Point wastewater customers, as shown in **Table 3-9** located in **Section 3** of this report. This minimal impact is primarily due to the City of Crown Point having a comparatively high MHI within the State of Indiana, as well as a large number of wastewater customers, which is anticipated to continue to increase.

In addition, the proposed SE WWTP would expand the City's service area and allow for the creation of new housing, which in turn would likely expand employment opportunities as well as create additional City provisions such as additional fire stations, police stations, health care facilities, schools, and other supporting infrastructure, further improving the quality of life for Crown Point residents.

7.6 ENVIRONMENTAL BENEFITS RESULTING FROM A NEW DISCHARGE

The environmental benefits of the proposed SE WWTP discharge include alleviating hydraulic stress from the rapidly developing neighborhoods on the downtown Combined Sewer System and reducing the frequency and volume of discharges from CSO 004 and 005 during wet weather events, which in turn increases the downstream water quality of the Deep River as well as the Deep River-Portage Burns watershed. Additionally, the draft preliminary effluent quality for the proposed SE WWTP as provided in **Table 4-3** in **Section 4** of this report would not be likely to negatively impact Niles Ditch nor would it cause any additional impacts to the Deep River or Deep River Portage Burns watershed. Finally, the proposed SE WWTP provides a means of reducing flows to the existing WWTP and preventing future non-compliance with the City's State Judicial Agreement and Agreed Order.

7.7 IMPACT OF NEW DISCHARGE ON AQUATIC LIFE AND WILDLIFE

The construction of the project and operation of the proposed SE WWTP is not expected to negatively impact any species or their habitat. Mitigation measures typically recommended by the IDNR and the U.S. Fish and Wildlife Service will be implemented to minimize the project's impact on the habitat of both endangered and non-endangered species in the area. IDEM, IDNR, and the U.S. Army Corps of Engineers (USACE) will be contacted during design and prior to construction and the required permits will be obtained. Ultimately, the proposed discharge of treated effluent to the stringent/non-degrading limitations expressed in **Table 4-3** located in **Section 4** of this report will not degrade the water quality in the receiving stream, the downstream Deep River, nor the Deep River Portage Burns watershed.

Appendix A

Crown Point Wastewater Utility Improvements Preliminary Engineering Report

Table ES-6

Proposed Project Funding

2021 Project - Existing WWTP and Collection System Improvements	Cost
Existing WWTP Improvements	\$1,540,000
Maximization of the Wastewater Treatment Plant Ponds	\$172,000
Wet Weather Disinfection Facility	\$1,909,000
Downtown Interceptor Improvements Segments 1-4, Western County Interceptor	\$19,783,000
CSO 004 Area Improvements	\$1,206,000
Subtotal Construction Cost	\$24,610,000
10% Construction Contingency (Rounded)	\$2,461,000
Total Construction Cost	\$27,071,000
Non-Construction Costs	\$15,429,000
Total 2021 Project Estimated Cost	\$42,500,000

2023 Project - WWTP and Lift Station Construction	Cost
Delaware Lift Station and Forcemain	\$3,334,000
Greenville Lift Station and Forcemain	\$12,778,000
Southeast Regional Lift Station and Forcemain	\$10,879,000
East Side Interceptor	\$2,335,000
Southeast Wastewater Treatment Plant	\$18,138,000
Subtotal Construction Cost	\$47,464,000
10% Construction Contingency (Rounded)	\$4,746,000
Total Construction Cost	\$52,210,000
Non-Construction Costs	\$4,392,000
Total 2023 Project Estimated Cost	\$56,602,000

Total Project Estimated Cost	\$99,102,000
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A cost and effectiveness analysis was completed within the Report and meets the minimum requirements of the Water Resources Reform and Development Act of 2014. The City's existing Fiscal Sustainability Plan meets the minimum requirements listed in the Federal Water Pollution Control Act Section 603(d)(1)(E)(i). The City's completed FSP Self-Certification form is included in Appendix K of the PER

The City's existing Asset Management Plan meets the requirements defined by the State Revolving Fund's Asset Management Program Guidelines pursuant to Indiana Code 5-1.2-10-16. The City's completed AMP Certification form is included in **Appendix L** of the PER.

Table ES-9
Total Operation and Maintenance Expenses

Item Description	Amount
Existing Annual Operation and Maintenance Expenses (2020) From Indiana Gateway Report	
Salaries and Wages	\$2,341,237.18
Insurance	\$135,418.02
Rentals	\$75,881.09
Other Capital Outlays	\$675,824.84
Transfer Out - Transferred To Another Fund	\$1,043,374.96
Other Disbursements	\$129,662.28
Chemicals	\$269,101.35
Contractual Services	\$1,417,089.21
Employee Pensions and Benefits	\$956,662.19
Materials and Supplies	\$283,626.58
Power Production\Purchased Power	\$506,548.59
Purchased Water	\$1,364.67
Sludge Removal	\$15,854.82
Transportation	\$148,829.07
Other Capital Outlays	\$353,785.00
Payments on Bonds and Other Debt Principal	\$695,000.00
Payments on Bonds and Other Debt Interest	\$261,707.46
Contractual Services	\$815,386.11
Total Existing Operation and Maintenance Expenses	\$10,126,353.42
Additional Annual Operation and Maintenance Expenses	
Existing WWTP Improvements	\$700.00
Maximization of the Wastewater Treatment Plant Ponds	\$0.00
Wet Weather Disinfection Facility	\$158,500.00
CSO 004 Area Improvements	\$1,200.00
Downtown Interceptor Improvements Segments 1-4	\$59,900.00
Greenview Place Lift Station and Forcemain	\$33,800.00
Delaware Lift Station and Forcemain	\$19,600.00
Southeast Regional Lift Station and Forcemain	\$59,300.00
East Side Interceptor	\$8,100.00
Southeast Wastewater Treatment Plant	\$530,341
Total Additional Operation and Maintenance Expenses	\$605,634

Total Operation and Maintenance Expenses	\$10,731,987.42
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A. Additional Short-Lived Assets Expenses

The additional expenses associated with replacing short lived assets are detailed in **Table ES-10**. These expenses are in addition to the existing costs associated with equipment replacements.

Table ES-10
Future Additional Short-Lived Assets

Item	Total Cost	Replacement Interval	Annual Cost
Wet Weather Disinfection Facility	\$416,700	15	\$27,780
Greenview - Pumps and Controls	\$1,625,400	15	\$108,360
Delaware - Pumps and Controls	\$897,300	15	\$59,820
SE LS - Pumps and Controls	\$2,262,900	15	\$150,860
Plant LS	\$200,000	15	\$13,333
EQ Aeration	\$110,000	15	\$7,333
Screening	\$190,000	15	\$12,667
Grit Removal	\$375,000	15	\$25,000
Aeration System	\$1,400,000	15	\$93,333
RAS/WAS Pumps and Controls	\$250,000	15	\$16,667
Clarifier Equipment	\$518,000	15	\$34,533
Effluent Filters	\$824,000	15	\$54,933
UV	\$245,000	15	\$16,333
Post Air	\$86,000	15	\$5,733
Aerobic Digester Equipment	\$450,000	15	\$30,000
Sludge Handling	\$505,000	15	\$33,667
NPW	\$150,000	15	\$10,000
Instrumentation, Controls, Electrical	\$2,200,000	15	\$146,667
Total Additional Future Short-Lived Assets Reserve			\$847,020

Appendix B

August 2021 Southeast Wastewater Treatment Plant Analysis Technical Memorandum



Environmental Engineers & Consultants
104 N. Main Street
Crown Point, IN 46307
PH :-(219) 900-9177

SOUTHEAST WASTEWATER TREATMENT PLANT ANALYSIS TECHNICAL MEMORANDUM

TO: City of Crown Point
FROM: Commonwealth Engineers, Inc.
DATE: August 2021
SUBJECT: Crown Point Southeast Wastewater Treatment Plant Analysis
ATTACHMENTS: Attachment A - 20-Year Life Cycle Costs

1.0 Introduction

In 2018, the City of Crown Point *Wastewater Master Planning Report* was developed. The report identified system deficiencies and recommended improvements that support ongoing development and long-term growth within the community. Crown Point is currently experiencing significant accelerated growth, and the wastewater collection and wet weather treatment system has insufficient capacity to accept the additional wet weather flows. As a result, the *Wastewater Master Planning Report* recommends increasing wastewater conveyance and treatment capacity by implementing a long-term growth project. **Figures ES-5 and ES-6** from the *Wastewater Master Planning Report* depict the 2018 recommended solution, which includes the Downtown Interceptor (known as the Southwest Interceptor in the *Wastewater Master Planning Report*), Indiana-Grant Interceptor, Lake Interceptor, and the East Side Alternative 1.

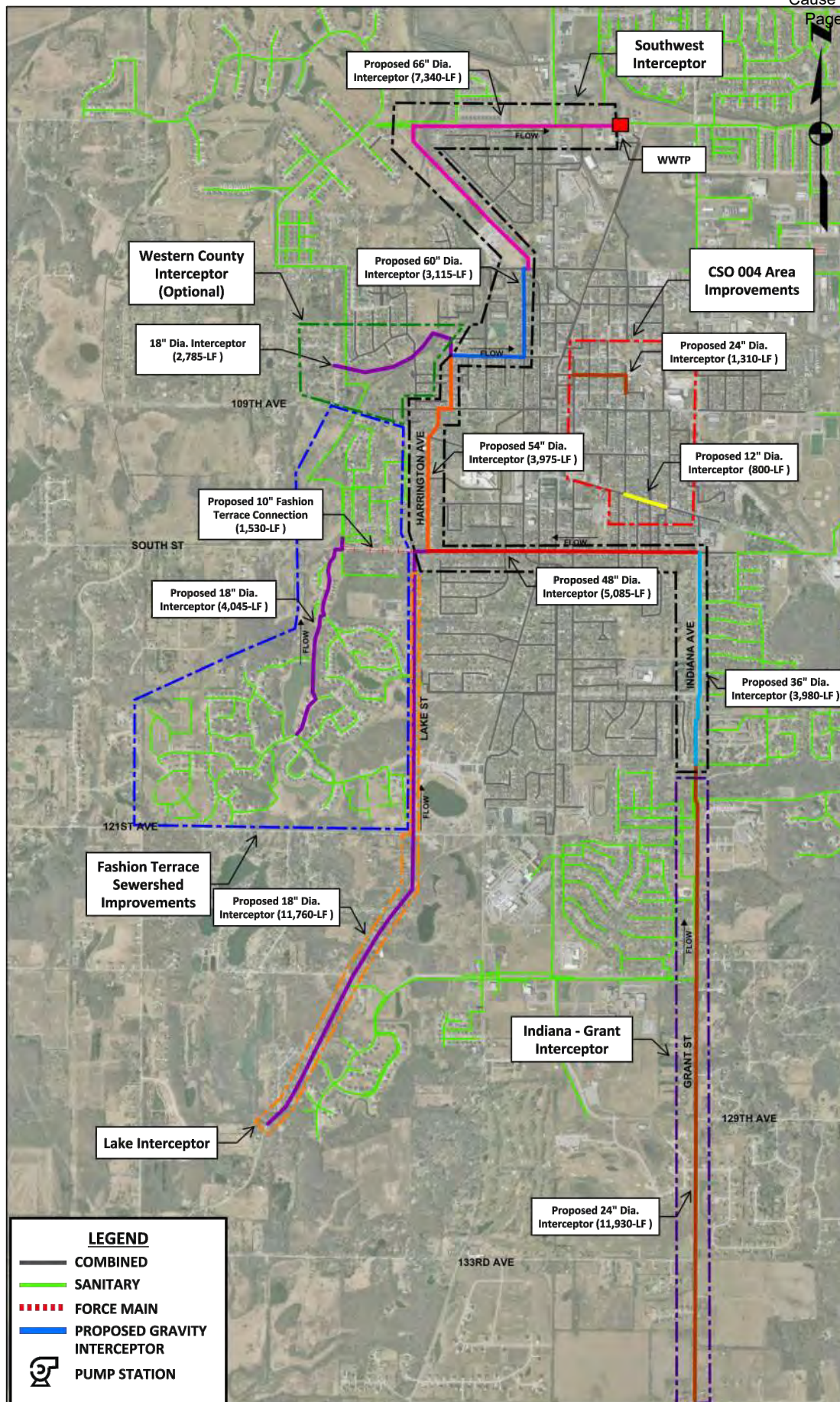
As stated, Crown Point is experiencing significant accelerated growth throughout the area. It is Commonwealth's understanding that the City has been approached by land developers and asked to consider significantly expanding the service area beyond the limits shown in the *Wastewater Master Planning Report*. A second wastewater treatment plant (WWTP) in the southeast portion of the service area is considered by the developers as a cost-effective solution to both the current system issues while supporting substantial future growth beyond the service limits indicated in the *2018 Wastewater Master Planning Report*.

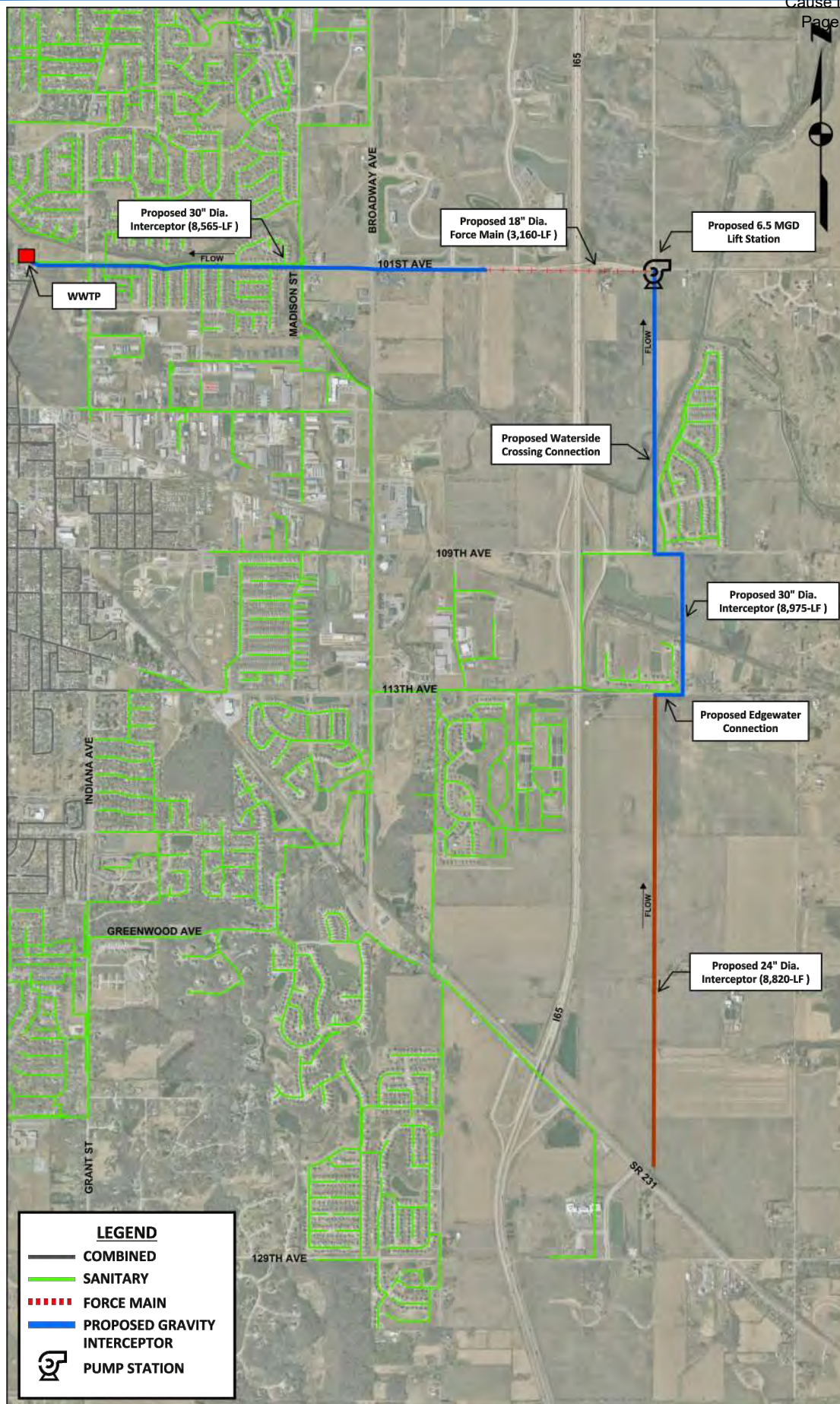
Table 1-1 details the number of connections and acreage for the existing wastewater service area (at the time of the *2018 Wastewater Master Planning Report*), *2018 Wastewater Master Planning Report* projected connections and service area, and the land developers proposed service area.

The purpose of this technical memorandum is to evaluate planning-level alternatives for a southeast WWTP, assess the impacts to the recommended solution in the *2018 Wastewater Master Planning Report*, and provide planning level cost comparisons.

Table 1-1: Crown Point Wastewater Service Area

Item Description	Total # of Connections	Total Service Area (AC)	# of Additional Connection	Service Area Increase(ac)
Existing Service Area	16,159	11,465	N/A	N/A
2018 WWMP Projected Service Area	23,899	22,260	7,740	10,795
Land Developers Proposed Service Area	66,124	37,110	37,125	14,850





2.0 Southeast Wastewater Treatment Plant Alternatives

The May 10, 2021 *Wastewater Master Plan Update Considerations* memorandum detailed two (2) potential locations for a new southeast WWTP. As indicated, one (1) potential area is in Winfield and would require legal determination on a means to accommodate a new WWTP. The other potential area is located within the County and is a more viable option. For the purposes of this analysis, the closer WWTP was utilized for the planning-level alternative solutions. If the City moves forward with a long-term growth plan that includes a southeast WWTP, the exact location and receiving waters will be further evaluated.

The City's calibrated hydraulic collection system model was utilized to develop three (3) planning-level alternative solutions that include a new southeast WWTP. The goal of these alternatives was to develop a solution that:

- a) maximizes the hydraulic performance of the existing collection system;
- b) allows the City to significantly expand the wastewater collection service area and accept projected long-term growth beyond that already identified in the *2018 Wastewater Master Planning Report*;
- c) and decreases the size and scope of the proposed Downtown Interceptor.

2.1 Alternative 1

Figure 2-1 depicts the *SE WWTP Alternative 1*. This alternative provides the largest service area for the proposed southeast WWTP, and generally captures all wastewater flow from the eastern portion of the City. This alternative provides benefits to the City's existing collection system, existing wastewater treatment facility, and proposed Downtown Interceptor: (a) hydraulically stressed portions of the collection system (i.e. Broadway Interceptor) will be relieved of significant flow, (b) the existing treatment facility will not be tasked with accommodating the projected and accelerated future growth of the City, and (c) the downtown interceptor can be reduced approximately two (2) pipe sizes (i.e. 66-inch → 42-inch). The *SE WWTP Alternative 1* includes:

- Downtown Interceptor
 - 18,600-LF of Sanitary Sewer (24-inches to 42-inches)
- Fashion Terrace Interceptor Improvements
 - 4,045-LF of 18-inch Dia. Sanitary Sewer
 - 1,530-LF of 10-inch Dia. Force Main
- Western County Interceptor
 - 2,785-LF of 18-inch Dia. Sanitary Sewer
- CSO 004 Area Improvements
 - 800-LF of 12-inch Dia. Sanitary Sewer
 - 1,310-LF of 24-inch Dia. Sanitary Sewer
- Lake Interceptor
 - 11,760-LF of 18-inch Dia. Sanitary Sewer
- Indiana Grant Interceptor
 - 11,390-LF of 24-inch Dia. Sanitary Sewer
- Greenview Place Interceptor
 - 10,440-LF of 30-inch Dia. Sanitary Sewer
- 10 MGD Broadway Lift Station
- 13.5 MGD 113th Ave. Lift Station

- 113th Avenue Force Main
 - o 9,210-LF of 24-inch Dia. Force Main
- 16 MGD SE Regional Lift Station
- SE Regional Lift Station Force Main
 - o 5,825-LF of 30-inch Dia. Force Main
- East Side Interceptor
 - o 3,225-LF of 24-inch Dia. Sanitary Sewer
- 2 MGD Average Daily Flow SE WWTP + Wet Weather Equalization Facility

Figures 2-2 and 2-3 provide more detail of proposed collection system improvements. Table 2-1 provides a planning-level cost estimate for SE WWTP Alternative 1. As detailed, the total planning-level cost (including 10% construction contingency and 25% non-construction fee) is **\$110,230,056**. Attachment A provides the detailed planning-level 20-year life cycle cost of **\$92,342,000**.

**Table 2-1: SE WWTP Alternative 1 Planning-Level Cost Estimate
(Includes Construction and Non-Construction Costs)**

Item Description	2021 Capital Cost (\$)
Downtown Interceptor	21,083,850
Indiana-Grant Interceptor	8,861,600
Lake Interceptor	7,448,200
Western County Interceptor	1,859,500
Fashion Terrance Improvements	2,877,100
CSO 004 Area Improvements	1,525,100
Greenview Place Interceptor	10,761,850
Broadway Lift Station	5,530,300
113 th Avenue Lift Station + Force Main	11,196,400
SE Regional Lift Station + Force Main	10,562,800
East Side Interceptor	3,027,200
WWTP + Equalization Basin	23,416,156
Wet Weather Disinfection	2,080,000
Total Cost	110,230,056

The planning-level cost estimate does not include costs of sewers or lift stations for future developments. These sewers or lift stations are assumed to be paid for by developers and maintained by the City after the development is complete.

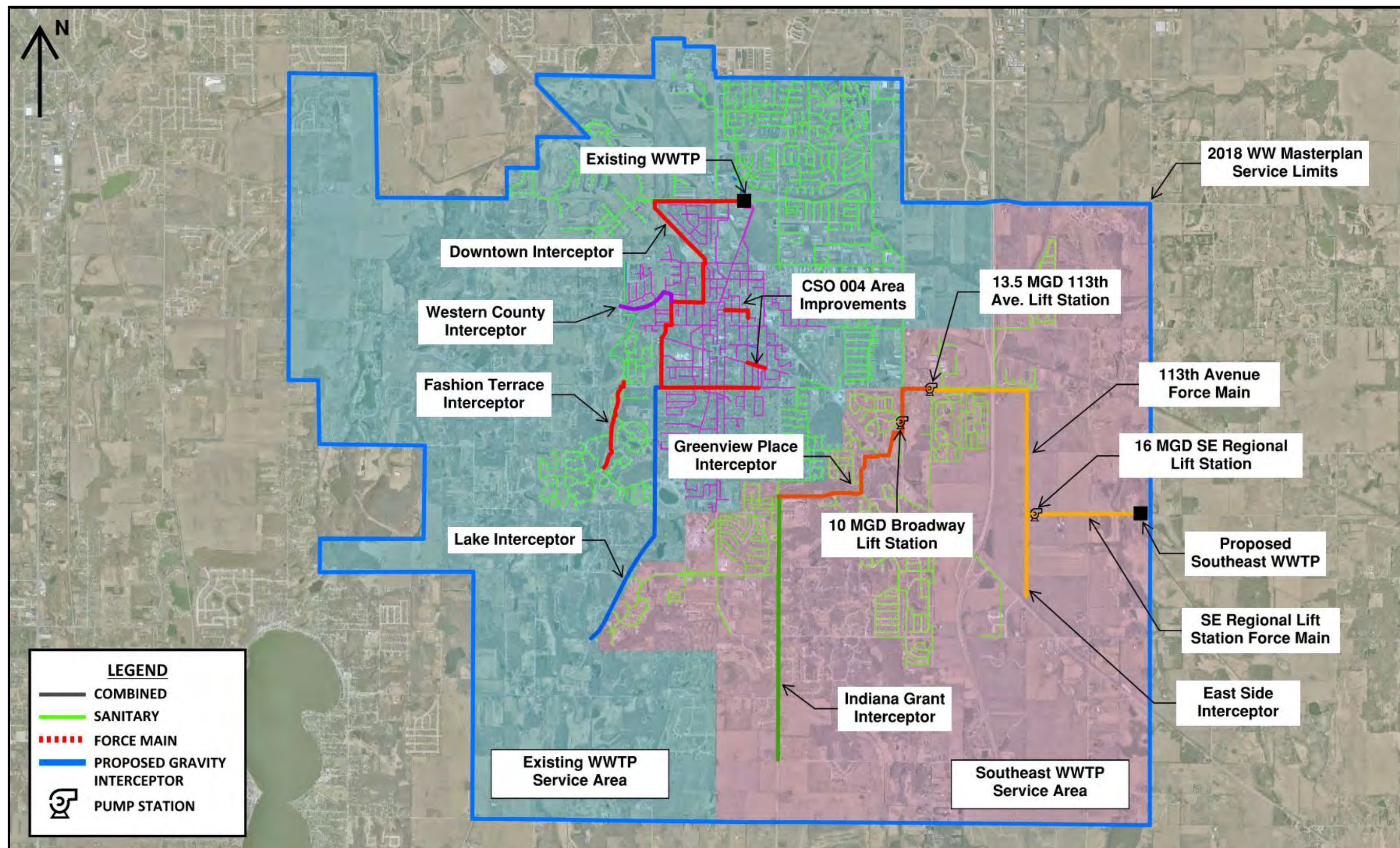


Figure 2-1: SE WWTP Alternative 1

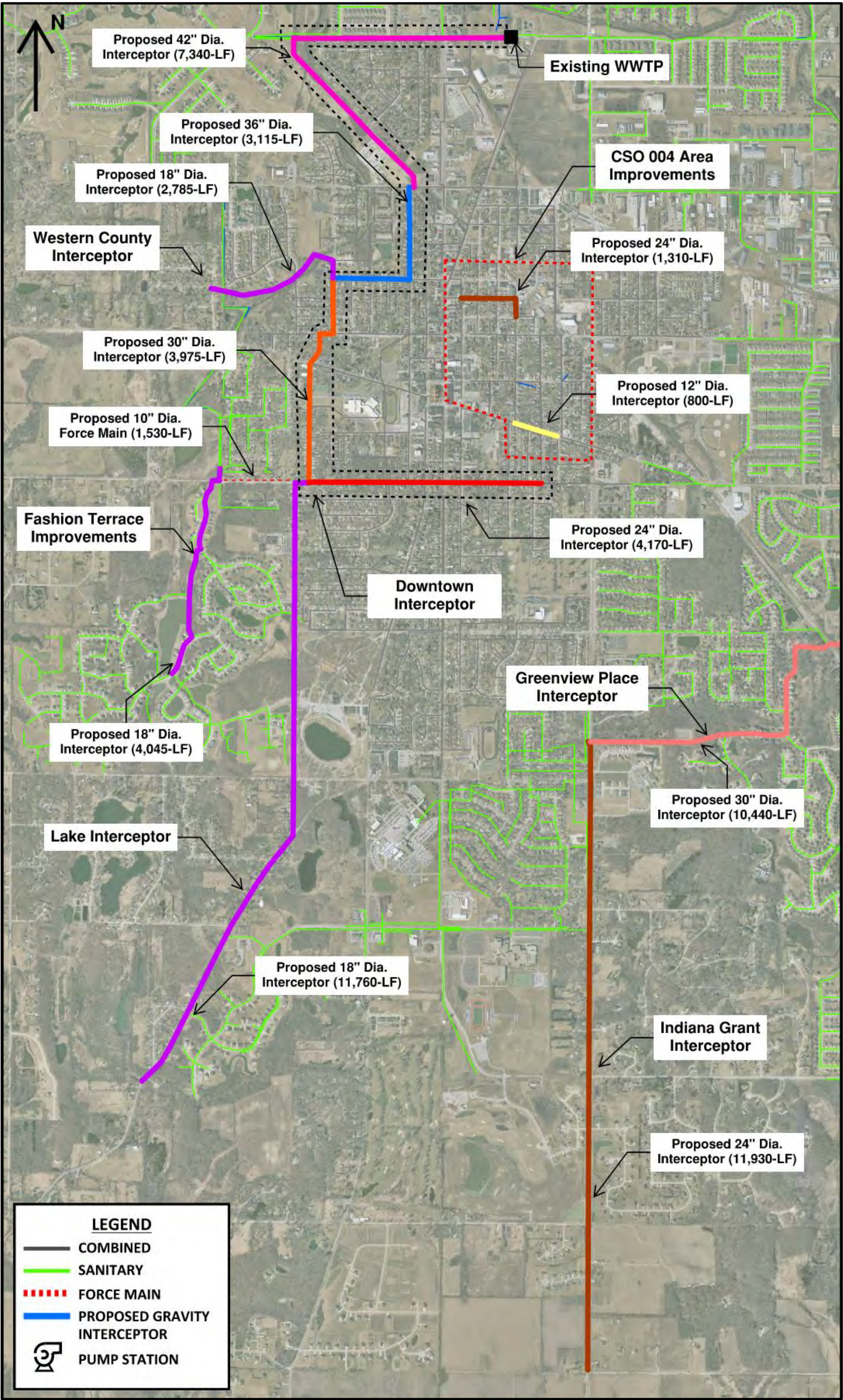


Figure 2-2: SE WWTP Alternative 1

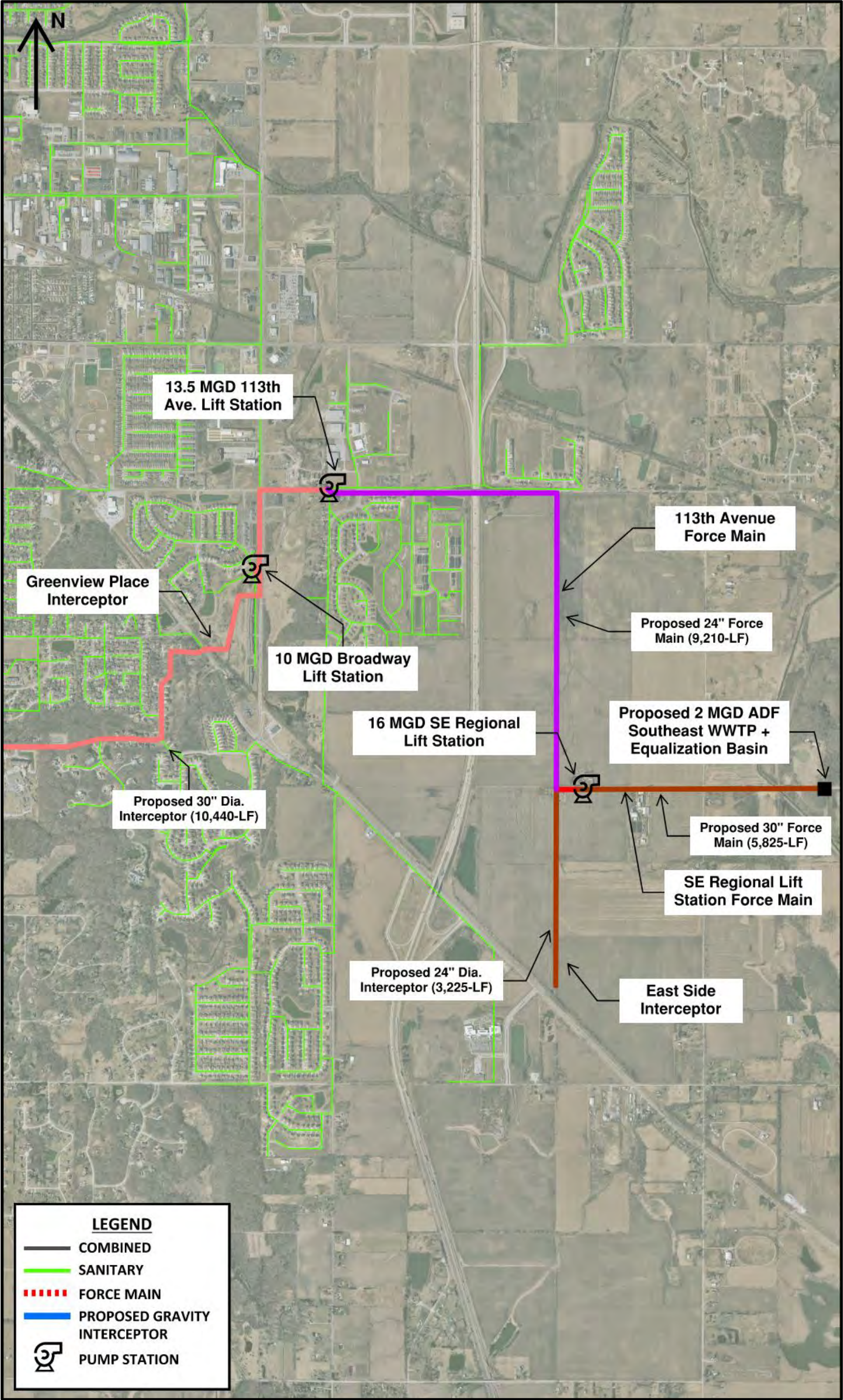


Figure 2-3: SE WWTP Alternative 1

2.2 Alternative 2

Figure 2-4 depicts the *SE WWTP Alternative 2*. Generally, this alternative is similar to Alternative 1; however, the service area for Alternative 2 is significantly reduced. As shown, the service area encompasses the southeast portion of the City. This alternative has similar benefits to Alternative 1. The *SE WWTP Alternative 2* includes:

- Downtown Interceptor
 - 18,600-LF of Sanitary Sewer (24-inches to 42-inches)
- Fashion Terrace Interceptor Improvements
 - 4,045-LF of 18-inch Dia. Sanitary Sewer
 - 1,530-LF of 10-inch Dia. Force Main
- Western County Interceptor
 - 2,785-LF of 18-inch Dia. Sanitary Sewer
- CSO 004 Area Improvements
 - 800-LF of 12-inch Dia. Sanitary Sewer
 - 1,310-LF of 24-inch Dia. Sanitary Sewer
- Lake Interceptor
 - 11,760-LF of 18-inch Dia. Sanitary Sewer
- Indiana Grant Interceptor
 - 11,390-LF of 24-inch Dia. Sanitary Sewer
- Greenview Place Interceptor
 - 5,680-LF of 30-inch Dia. Sanitary Sewer
- 10 MGD Greenview Lift Station
- 4 MGD Delaware Lift Station
- Greenview / Delaware Force Main
 - 8,700-LF of 24-inch Dia. Force Main
- 14 MGD SE Regional Lift Station
- SE Regional Lift Station Force Main
 - 5,825-LF of 24-inch Dia. Force Main
- East Side Interceptor
 - 3,225-LF of 24-inch Dia. Sanitary Sewer
- 2 MGD Average Daily Flow SE WWTP + Wet Weather Equalization Facility

Figures 2-5 and 2-6 provide more detail of proposed collection system improvements. **Table 2-2** provides a planning-level cost estimate for *SE WWTP Alternative 2*. As detailed, the total planning-level cost (including 10% construction contingency and 25% non-construction fee) is **\$100,994,706**. **Attachment A** provides the detailing planning-level 20-year life cycle cost of **\$84,860,000**.

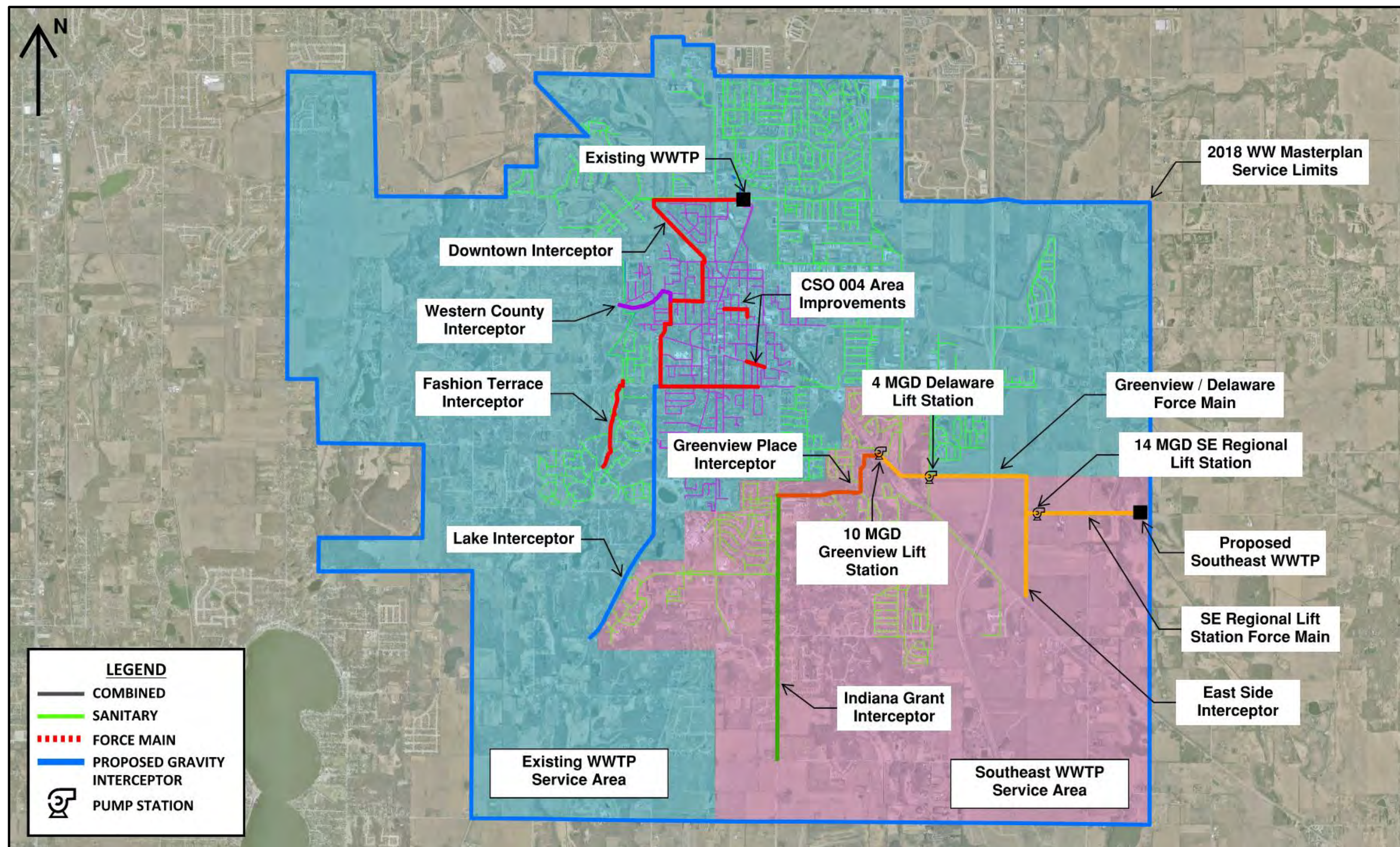


Figure 2-4: SE WWTP Alternative 2

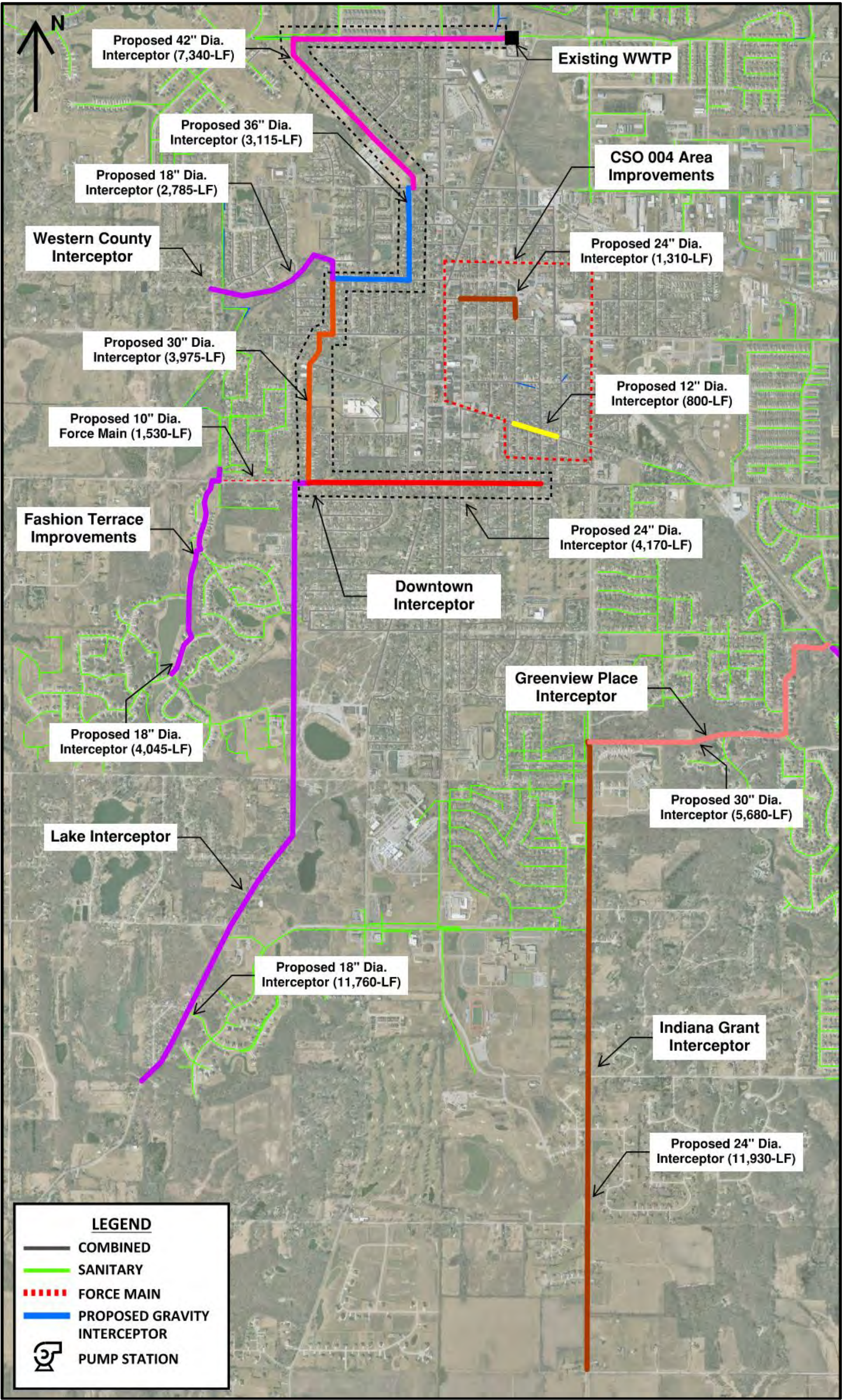


Figure 2-5: SE WWTP Alternative 2

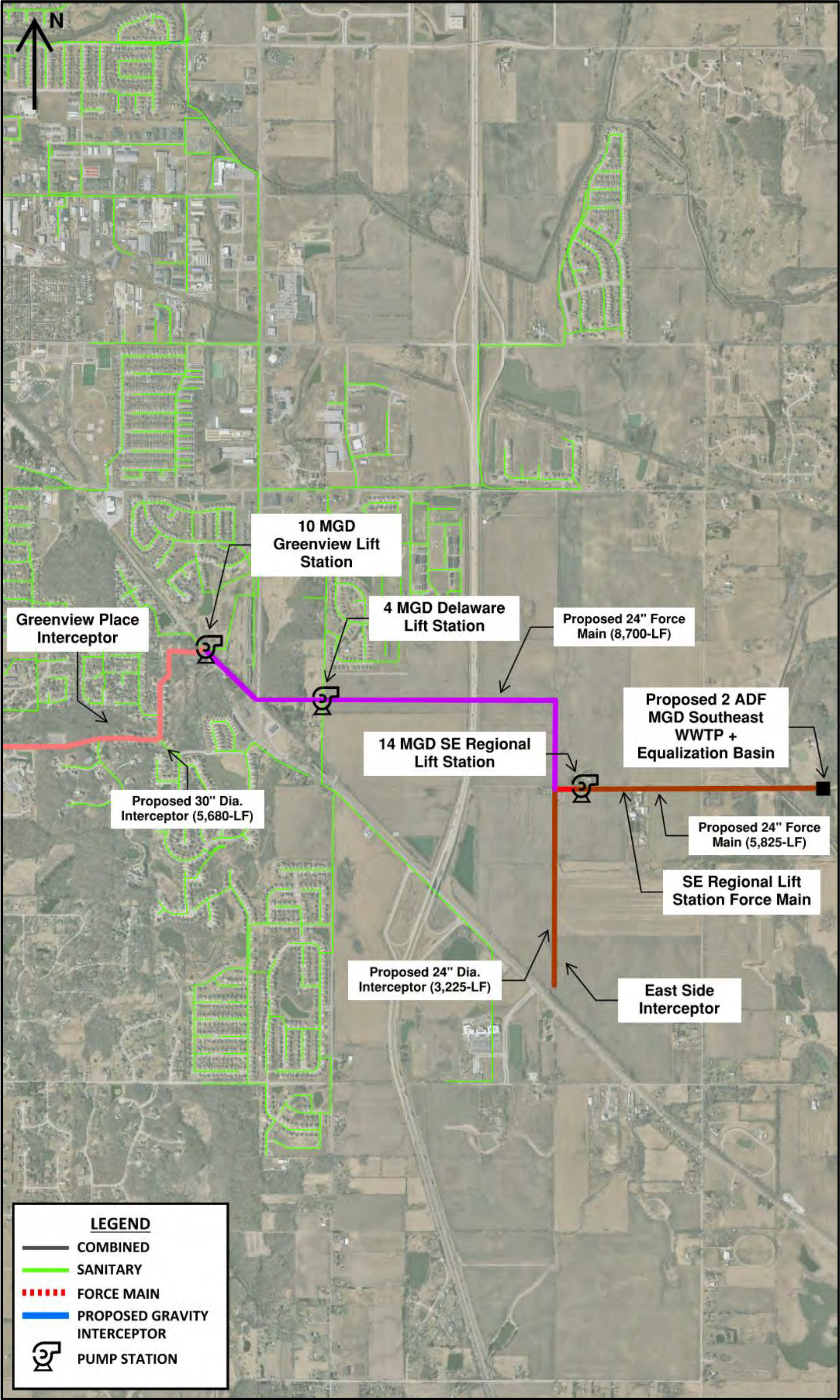


Figure 2-6: SE WWTP Alternative 2

**Table 2-2: SE WWTP Alternative 2 Planning-Level Cost Estimate
(Includes Construction and Non-Construction Costs)**

Item Description	2021 Capital Cost (\$)
Downtown Interceptor	21,083,850
Indiana-Grant Interceptor	8,861,600
Lake Interceptor	7,448,200
Western County Interceptor	1,859,500
Fashion Terrance Improvements	2,877,100
CSO 004 Area Improvements	1,525,100
Greenview Place Interceptor	6,399,300
Greenview Lift Station	5,530,300
Delaware Lift Station + Force Main	7,337,000
SE Regional Lift Station + Force Main	9,549,400
East Side Interceptor	3,027,200
WWTP + Equalization Basin	23,416,156
Wet Weather Disinfection	2,080,000
Total Cost	100,994,706

The planning-level cost estimate does not include costs of sewers or lift stations for future developments. These sewers or lift stations are assumed to be paid for by developers and maintained by the City after the development is complete.

2.3 Alternative 3

Figure 2-7 depicts the *SE WWTP Alternative 3*. This alternative is similar to Alternative 2; however, this alternative constructs the Greenview Place Lift Station immediately downstream of the Indiana Grant Interceptor. This alternative has similar benefits to Alternative 1 and 2. The *SE WWTP Alternative 3* includes:

- Downtown Interceptor
 - 18,600-LF of Sanitary Sewer (24-inches to 42-inches)
- Fashion Terrace Interceptor Improvements
 - 4,045-LF of 18-inch Dia. Sanitary Sewer
 - 1,530-LF of 10-inch Dia. Force Main
- Western County Interceptor
 - 2,785-LF of 18-inch Dia. Sanitary Sewer
- CSO 004 Area Improvements
 - 800-LF of 12-inch Dia. Sanitary Sewer
 - 1,310-LF of 24-inch Dia. Sanitary Sewer
- Lake Interceptor
 - 11,760-LF of 18-inch Dia. Sanitary Sewer
- Indiana Grant Interceptor
 - 11,390-LF of 24-inch Dia. Sanitary Sewer
- 9 MGD Greenview Lift Station
- 4 MGD Delaware Lift Station
- Greenview / Delaware Force Main
 - 13,190-LF of 24-inch Dia. Force Main
- 14 MGD SE Regional Lift Station
- SE Regional Lift Station Force Main
 - 5,825-LF of 24-inch Dia. Force Main
- East Side Interceptor
 - 3,225-LF of 24-inch Dia. Sanitary Sewer
- 2 MGD Average Daily Flow SE WWTP + Wet Weather Equalization Facility

Figures 2-8 and 2-9 provide more detail of proposed collection system improvements. **Table 2-3** provides a planning-level cost estimate for *SE WWTP Alternative 3*. As detailed, the total planning-level cost (including 10% construction contingency and 25% non-construction fee) is **\$96,043,706**. **Attachment A** provides the detailed planning-level 20-year life cycle cost of **\$78,494,000**.

Table 2-4 provides a summary of total planning-level capital costs for each alternative. As shown, Alternative 1 is the most expensive option at \$110,230,056. Alternative 3 provides the most cost-effective solution of the three (3) southeast alternatives examined at \$96,043,706.

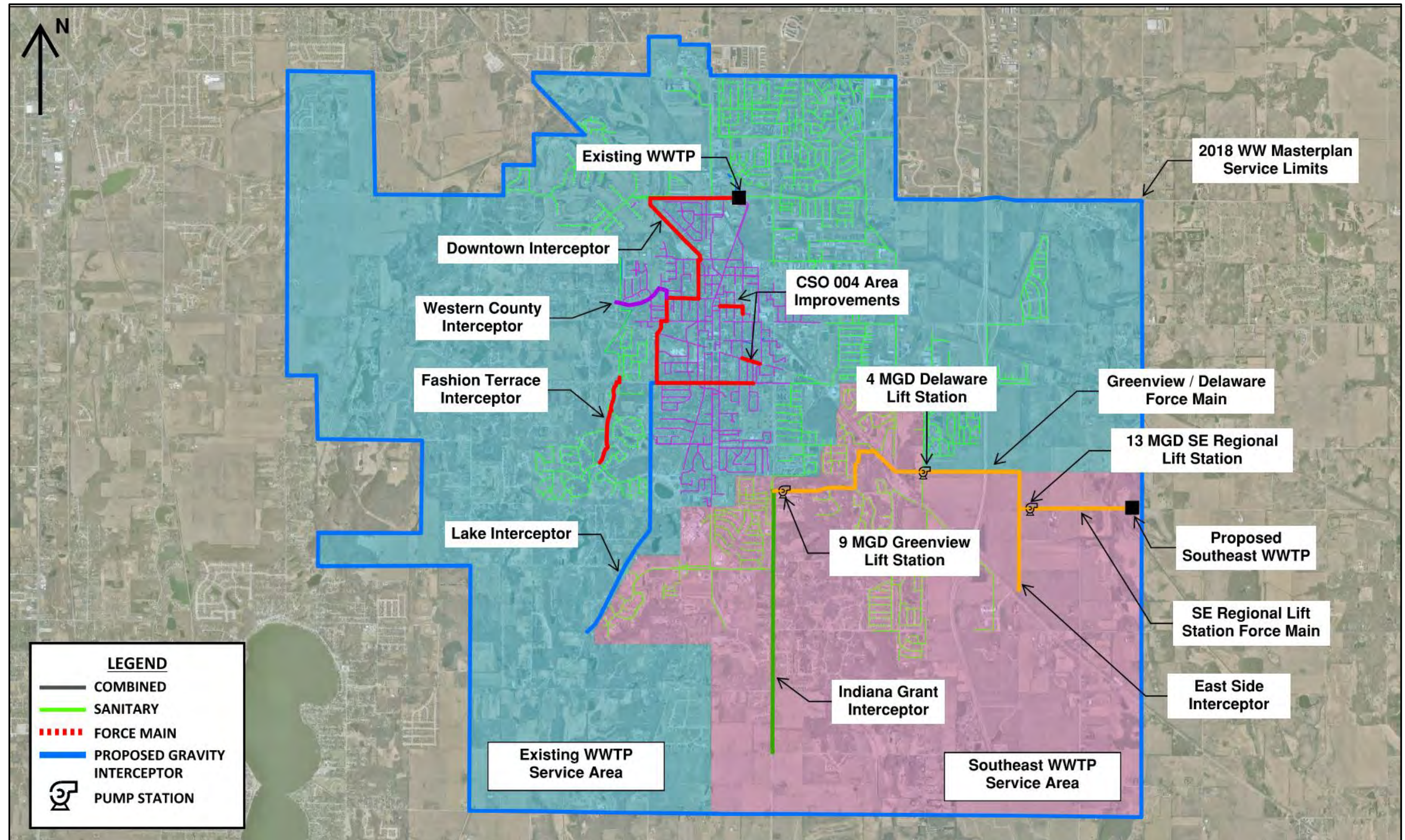


Figure 2-7: SE WWTP Alternative 3

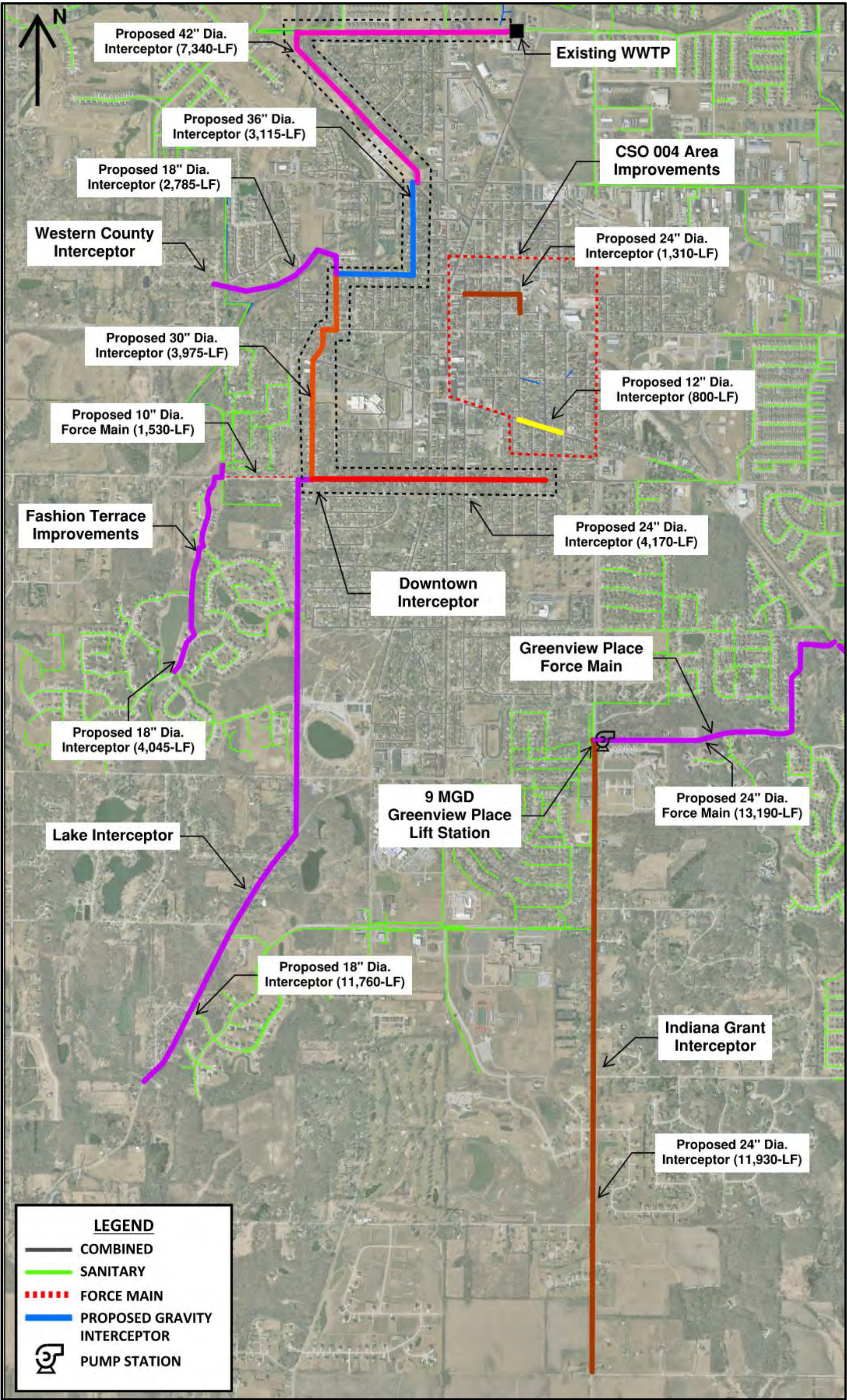


Figure 2-8: SE WWTP Alternative 3

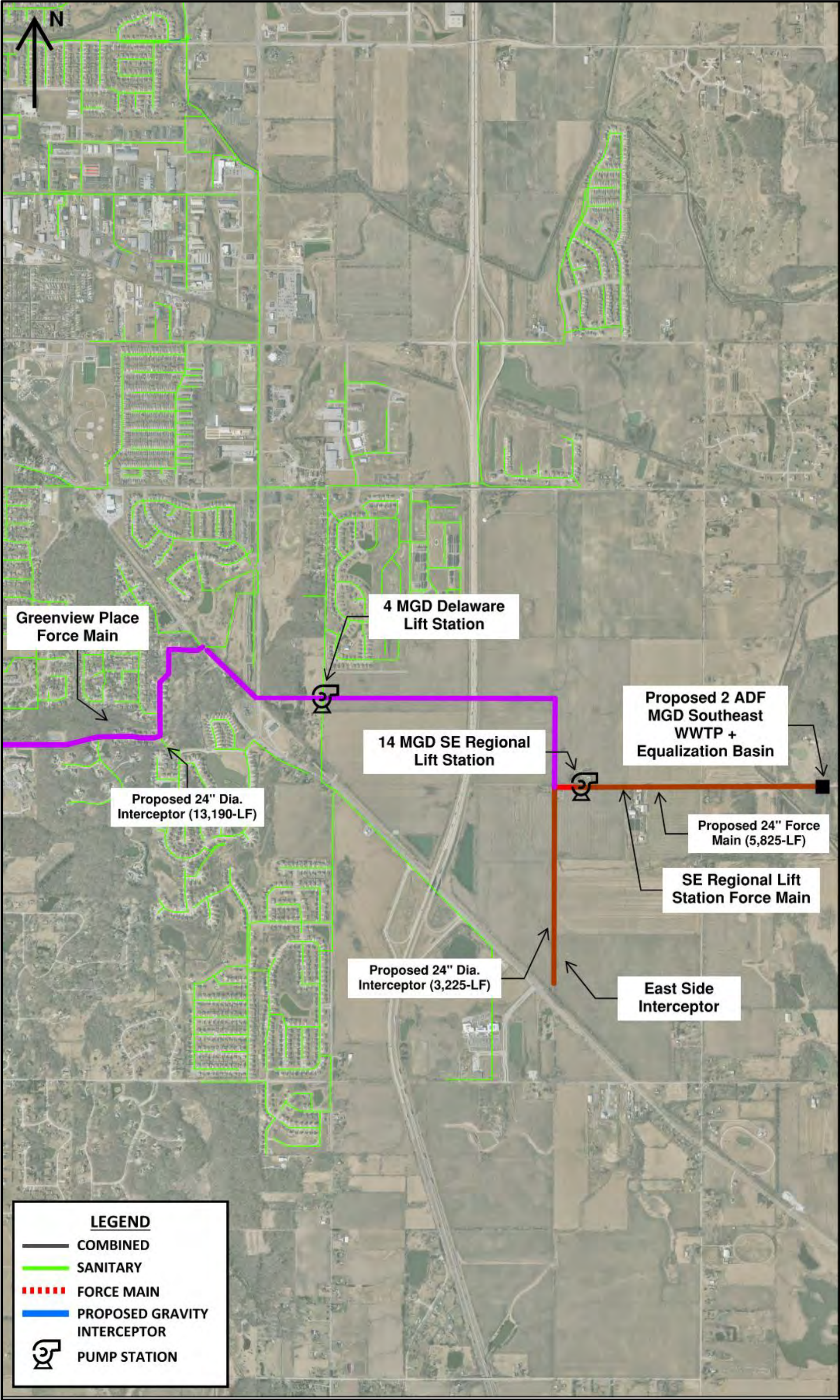


Figure 2-9: SE WWTP Alternative 3

**Table 2-3: SE WWTP Alternative 3 Planning-Level Cost Estimate
(Includes Construction and Non-Construction Costs)**

Item Description	2021 Capital Cost (\$)
Downtown Interceptor	21,083,850
Indiana-Grant Interceptor	8,861,600
Lake Interceptor	7,448,200
Western County Interceptor	1,859,500
Fashion Terrance Improvements	2,877,100
CSO 004 Area Improvements	1,525,100
Greenview Lift Station	5,145,300
Delaware Lift Station + Force Main	9,170,300
SE Regional Lift Station + Force Main	9,549,400
East Side Interceptor	3,027,200
WWTP + Equalization Basin	23,416,156
Wet Weather Disinfection	2,080,000
Total Cost	96,043,706

The planning-level cost estimate does not include costs of sewers or lift stations for future developments. These sewers or lift stations are assumed to be paid for by developers and maintained by the City after the development is complete.

Table 2-4: SE WWTP Alternatives Summary of Costs

Item Description	2021 Capital Cost (\$)	20-Year Life Cycle Cost (2021 \$)
SE WWTP Alternative 1	110,230,056	92,342,000
SE WWTP Alternative 2	100,994,706	84,860,000
SE WWTP Alternative 3	96,043,706	78,494,000

3.0 Comparison to 2018 Wastewater Master Planning Report Recommended Solution

The planning level cost-estimate for the *2018 Wastewater Master Planning Report* recommended solution has been converted to 2021 dollars assuming a construction inflation rate of 6.9 percent between 2018 and 2021 (see **Table 3-1**). As detailed, the total cost for the 2018 Wastewater Master Planning Report recommended solution is **\$85,674,800** in 2021 dollars. **Attachment A** provides the detailed planning-level 20-year life cycle cost of **\$62,809,000**.

SE WWTP Alternative 1 provides the largest service area for the proposed southeast WWTP as well as the greatest benefit to the City's existing collection system and WWTP. Conveying flow away from the existing collection and treatment system will reduce the hydraulic stress that the current system is currently experiencing. As detailed in **Section 2**, *SE WWTP Alternative 3* provides the lowest cost planning level solution that includes a southeast WWTP.

For the purposes of this memorandum, *SE WWTP Alternative 3* will be compared against the *2018 Wastewater Master Planning Report* recommended solution. **Table 3-2** contains a summary of construction cost differences between the two (2) planning-level solutions.

As detailed, the *2018 Wastewater Master Planning Report* recommended solution is approximately \$10,368,906 less than the *SE WWTP Alternative 3*. If flow is conveyed to a southeast WWTP, there is significant cost savings realized by reducing the size and scope of the Downtown Interceptor. (These benefits are realized by all three (3) alternatives presented in **Section 2**). The Downtown Interceptor cost savings are significant; however, they do not completely offset the costs associated with a new southeast WWTP.

Table 3-1: Wastewater Master Planning Report Recommended Solution Planning Level Cost Estimate (Includes Construction and Non-Construction Costs)

Item Description	2018 Total Capital Cost (\$)	2021 Capital Cost (\$)
Downtown Interceptor	31,892,062	34,092,600
Indiana-Grant Interceptor	8,289,627	8,861,600
Lake Interceptor	6,967,423	7,448,200
Western County Interceptor	1,739,484	1,859,500
Fashion Terrance Improvements	2,691,400	2,877,100
CSO 004 Area Improvements	1,426,705	1,525,100
East Side Alternative 1	25,192,400	26,930,700
Wet Weather Disinfection	1,945,700	2,080,000
Total Cost	80,144,801	85,674,800

Table 3-2: Comparison of Costs

Item Description	2018 Master Plan Recommended Solution 2021 Capital Cost (\$)	SE WWTP Alternative 3 2021 Capital Cost (\$)	Difference (\$ +/-)
Downtown Interceptor	34,092,600	21,083,850	-13,008,750
Indiana-Grant Interceptor	8,861,600	8,861,600	-
Lake Interceptor	7,448,200	7,448,200	-
Western County Interceptor	1,859,500	1,859,500	-
Fashion Terrance Improvements	2,877,100	2,877,100	-
CSO 004 Area Improvements	1,525,100	1,525,100	-
East Side Collection Improvements	26,930,700	17,342,800	-9,587,900
Wet Weather Disinfection	2,080,000	2,080,000	-
SE Regional Lift Station + Force Main	N/A	9,549,400	+9,549,400
WWTP + Equalization Basin	N/A	23,416,156	+23,416,156
Total Cost	85,674,800	96,043,706	10,368,906

If the projected wastewater service limits shown in the *2018 Wastewater Master Plan* are implemented, the recommended solution from 2018 is still the most cost-effective solution in terms of total capital cost. In addition, the 2018 solution also provides the lowest 20-year life cycle cost (see **Attachment A**) because there are significant operation and maintenance costs associated with a new WWTP and lift stations.

Table 3-3 details the 20-year life cycle costs (construction, OM&R, salvage value) for each alternative and the *2018 Wastewater Master Plan* recommended solution. As expected, the 2018 recommended solution provides the lowest 20-year life cycle costs because it is a solution that relies on gravity sanitary sewer improvements rather than lift stations and force mains. As shown, **Table 3-3** provides a 2021 Life Cycle Present Worth Cost that only considers capital costs (construction + non-construction) and operation,

maintenance, and repair costs. As shown, the *2018 Wastewater Master Planning Report* recommended solution is approximately **\$14,120,858** less than SE WWTP Alternative 3.

Table 3-3: Twenty (20) Year Life Cycle Present Worth Cost Analysis of Alternatives

Item Description	2018 WW Master Plan	SE WWTP Alternative 1	SE WWTP Alternative 2	SE WWTP Alternative 3
a. Capital Cost (Construction and Non-Construction Costs)	\$85,674,800	\$110,230,056	\$100,994,706	\$96,043,706
b. 20-Year Present Worth Cost of O&M&R	\$14,872,339	\$21,304,805	\$19,453,901	\$18,624,291
c. 20-Year Present Worth of Salvage	\$37,738,300	\$39,193,700	\$35,589,300	\$36,174,200
20-Year Life Cycle Present Worth Cost (a+b-c) (Rounded)	\$62,809,000	\$92,342,000	\$84,860,000	\$78,494,000
20-Year Life Cycle Present Worth Cost (ONLY Capital Cost + O&M&R) (a+b) Rounded	\$100,547,139	\$131,534,861	\$120,448,607	\$114,667,997

Long-Term Growth Solution Phase 1 - Comparison

In March 2021, Commonwealth on behalf of the City of Crown Point submitted an application to the Indiana Finance Authority (IFA) State Revolving Fund (SRF) for Phase 1 of *2018 Wastewater Master Plan Recommended Solution*. Phase 1 includes: the Downtown Interceptor, CSO 004 Area Improvements, Maximization of the Existing Wastewater Treatment Ponds, and Wet Weather Disinfection. The total capital cost for these improvements (construction + non-construction costs) is estimated to be \$42,404,150. It should be noted that constructing the Downtown Interceptor Project is required to maintain service and compliance with the City's Combined Sewer Overflow (CSO) Long-Term Control Plan.

If a southeast WWTP long-term growth solution is selected, significant infrastructure must be constructed immediately to ensure service and compliance with the City's CSO LTCP is maintained. Phase 1 - SE WWTP Alternative 3 would include: the Downtown Interceptor, CSO 004 Area Improvements, Greenview Lift Station, Delaware Lift Station and Force Main, SE Regional Lift Station and Force Main, and the 2 MGD ADF WWTP and Equalization Basin. **Table 3-4** details the planning cost estimate for Phase 1 - SE WWTP Alternative 3. As shown, the Phase 1 SE WWTP Alternative 3 cost is approximately \$69,890,106, which is \$27,485,956 more than the Phase 1 Master Plan solution.

**Table 3-4: Phase 1 - SE WWTP Alternative 3 Planning-Level Cost Estimate
(Includes Construction and Non-Construction Costs)**

Item Description	2021 Capital Cost (\$)
Downtown Interceptor	21,083,850
CSO 004 Area Improvements	1,525,100
Greenview Lift Station	5,145,300
Delaware Lift Station + Force Main	9,170,300
SE Regional Lift Station + Force Main	9,549,400
WWTP + Equalization Basin	23,416,156
Total Cost	69,890,106

4.0 Expanded Wastewater Service Area

Commonwealth has coordinated with a potential land developer and asked them to provide a potential expanded wastewater service area. **Figures 4-1 through 4-3** illustrate the potential expanded service area, which encompasses approximately 14,850 acres, as well as gravity sewers and lift stations proposed by the land developer. At this time, the gravity sewers and lift stations within the expanded service area have not been evaluated.

The land developer has indicated that approximately 2.5 homes can be constructed per acre, which means that approximately 37,125 additional homes (equivalent dwelling units) could convey flow to a new SE WWTP. If full build out conditions are achieved, 37,125 additional homes equates to approximately 11.51 MGD of average daily flow and 46.04 MGD of peak daily flow (see below)

$$\frac{2.5 \text{ Homes}}{\text{acre}} \times 14,850 \text{ acres} = 37,125 \text{ homes (EDUS)}$$

$$\text{Average Daily Flow} = 37,125 \text{ EDUs} \times \frac{310 \text{ gal}}{\text{day} \times \text{EDU}} = 11,508,750 \frac{\text{gal}}{\text{day}} = 11.51 \text{ MGD}$$

$$\text{Peak Daily Flow} = 4 \times \text{ADF} = 4 \times 11.51 \text{ MGD} = 46.04 \text{ MGD}$$

Table 4-1 provides a planning-level cost estimate for *SE WWTP Alternative 3* assuming a 13.51 ADF (2 MGD +11.51 MGD) WWTP is constructed. As shown, the planning-level cost estimate is **\$129,609,338**.

Table 4-1: SE WWTP Alternative 3 Planning-Level Cost Estimate (13.51 MGD WWTP)

Item Description	2021 Capital Cost (\$)
Downtown Interceptor	21,083,850
Indiana-Grant Interceptor	8,861,600
Lake Interceptor	7,448,200
Western County Interceptor	1,859,500
Fashion Terrance Improvements	2,877,100
CSO 004 Area Improvements	1,525,100
Greenview Lift Station	5,145,300
Delaware Lift Station + Force Main	9,170,300
SE Regional Lift Station + Force Main	9,549,400
East Side Interceptor	3,027,200
WWTP + Equalization Basin	58,560,688
Wet Weather Disinfection	2,080,000
Total Cost	131,188,238

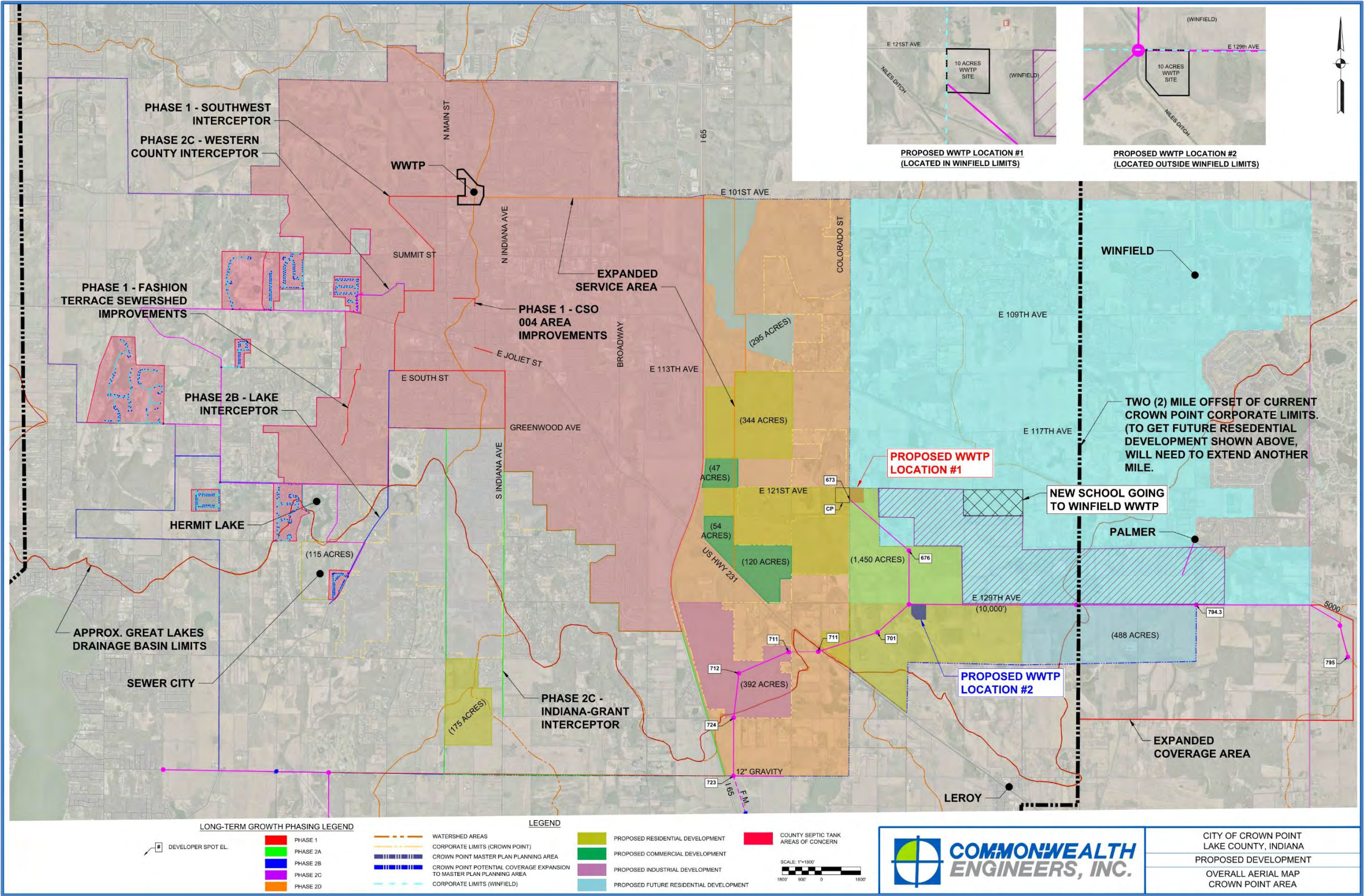


Figure 4-1: Potential Expanded Wastewater Service Area + Collection System

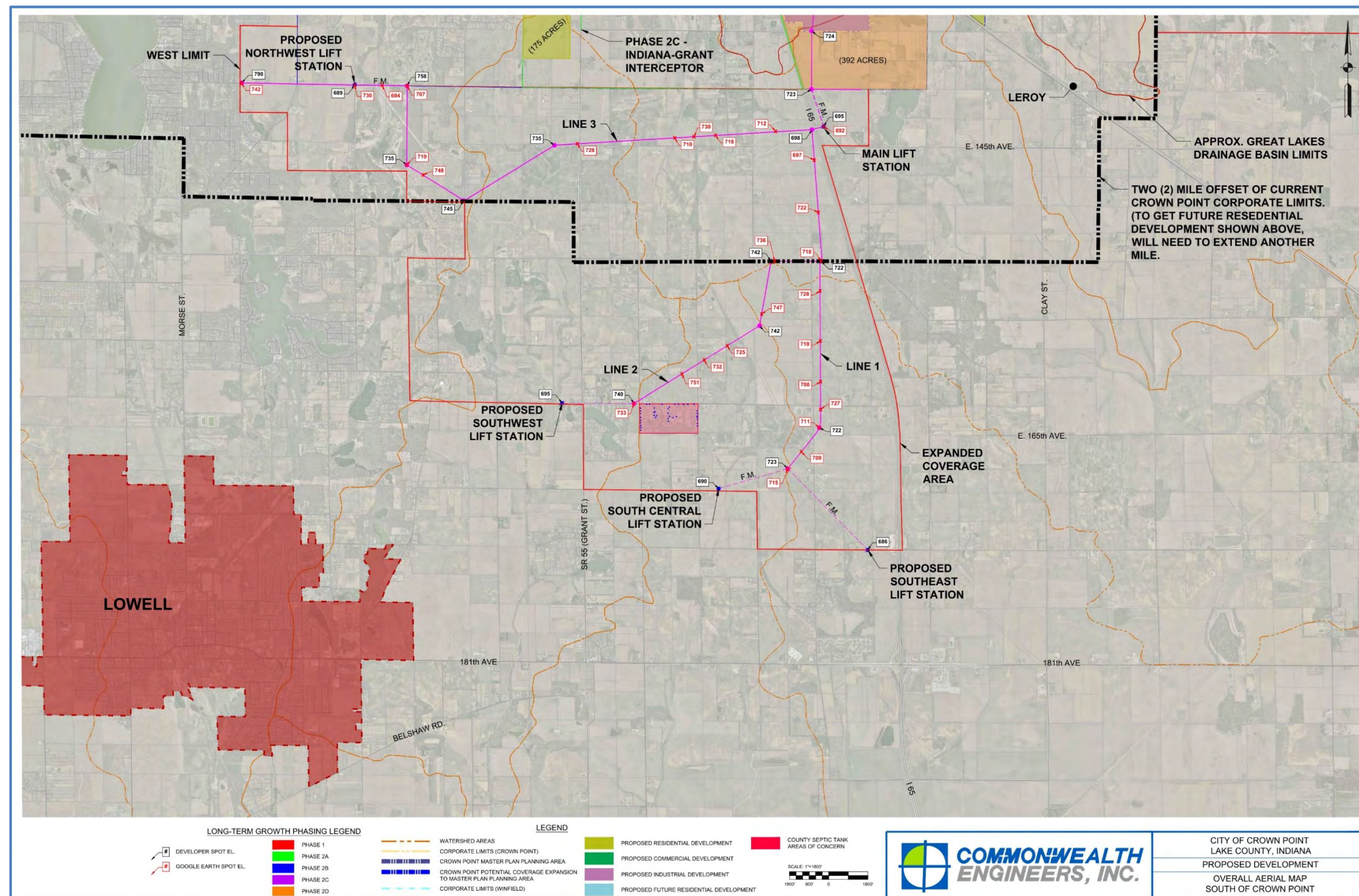


Figure 4-2: Potential Expanded Wastewater Service Area + Collection System

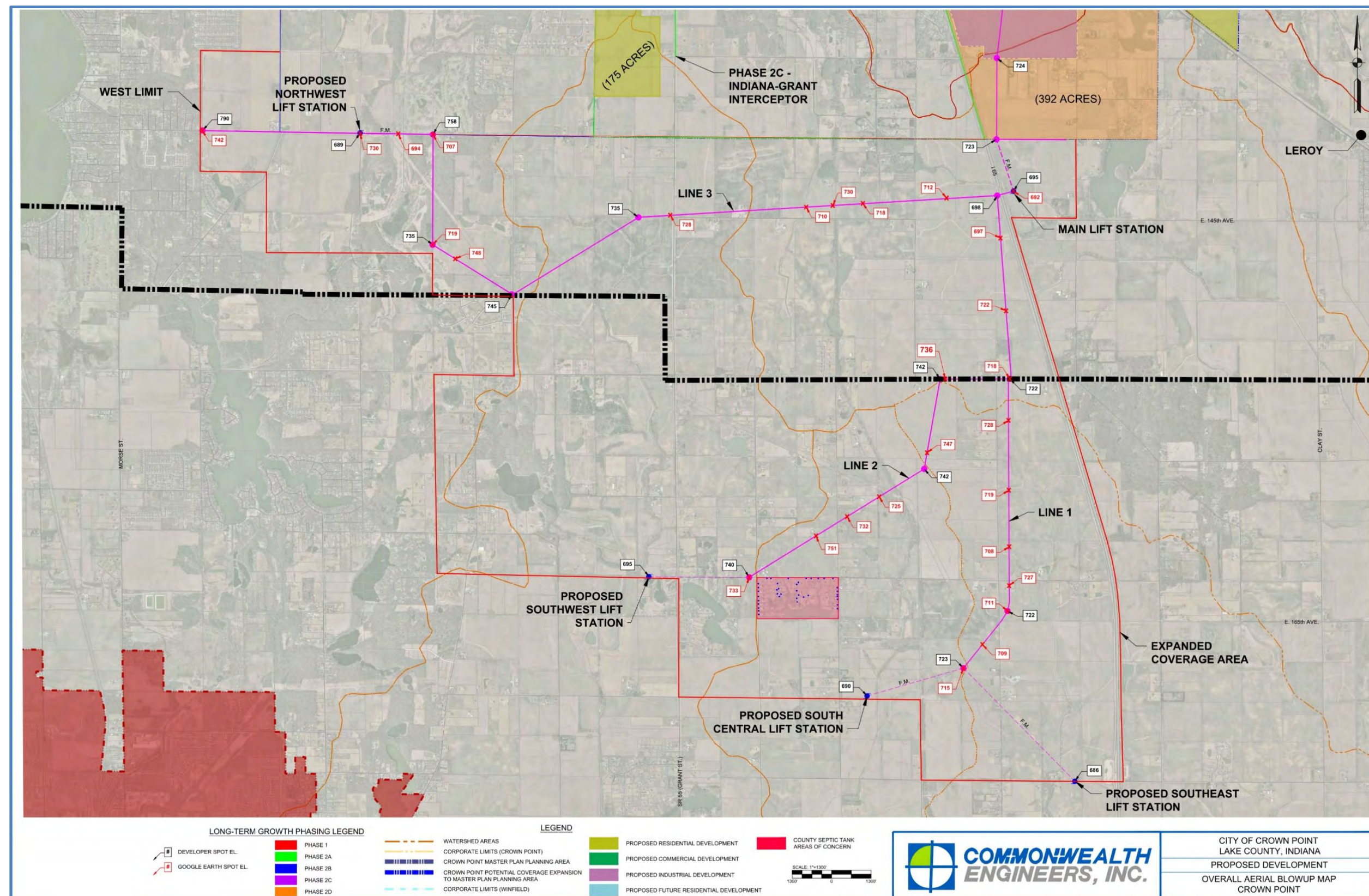


Figure 4-3: Potential Expanded Wastewater Service Area + Collection System

5.0 SE WWTP Preliminary Design Parameters + Equipment

Figures 5-1 and 5-2 depict the anticipated flow reaching the proposed SE WWTP for existing conditions and future full build out (2018 Wastewater Master Planning Report Service Area). These flows and the preliminary design parameters were used to size the proposed southeast WWTP. Tables 5-1 through 5-3 detail the projected design flows, anticipated influent wastewater characteristics, and effluent limits.

Table 5-1: SE WWTP Design Flows

Item	Flow (MGD)
Average Daily Flow (ADF)	2
Peak Daily Flow (PDF)	4
Peak Hourly Flow (PHF)	8

Table 5-2: Anticipated Influent Wastewater Characteristics

Item	Limit
CBOD ₅	250 mg/l
TSS	250 mg/l
TKN	50 mg/l
Phosphorous	8 mg/l

Table 5-3: Effluent Limits

Item	Limit
CBOD ₅	10 mg/l
TSS	12 mg/l
Phosphorous	1 mg/l
NH ₃ -N	1.1 mg/l
TN	10 mg/l
E. Coli	125 cfu/100 ml
DO	6 mg/l
pH	6 - 9
Option A - Mercury	1.3 mg/l

Proposed equipment for the proposed SE WWTP includes:

- 3 MG EQ Basin with Blows / Diffused Air System
- ¼" Screening
- Grit Removal
- Extended Aeration Basins
- Clarifiers Sized at 900 gpd/ ft² at Peak Hourly Flow
- Effluent Filters
- UV Disinfection
- Post Aeration
- NPW System
- Aerobic Digester
- Sludge Belt Filter Press or Equal
- Option A - UF instead of effluent filters.

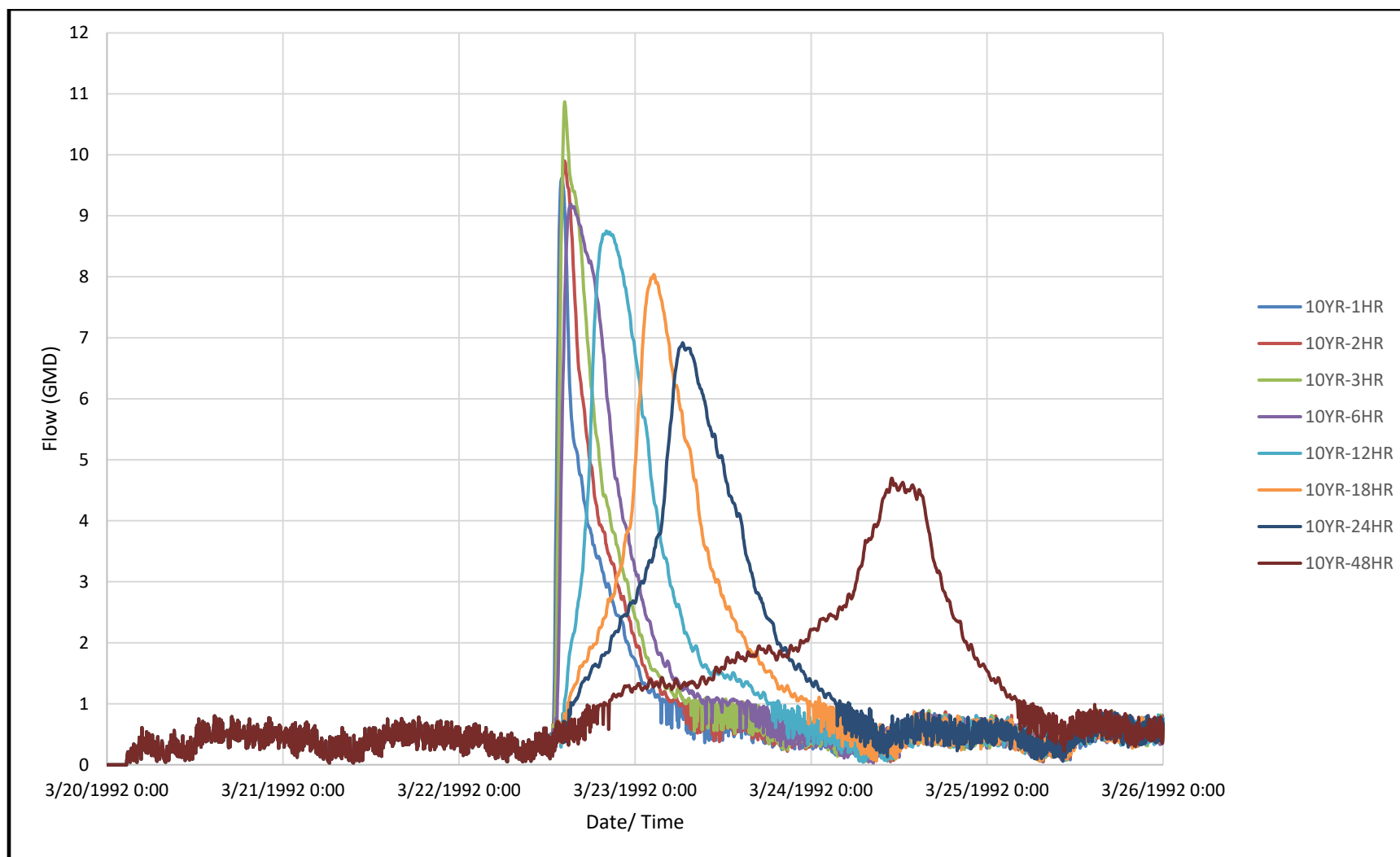


Figure 5-1: Anticipated SE WWTP Flows (Existing Conditions)

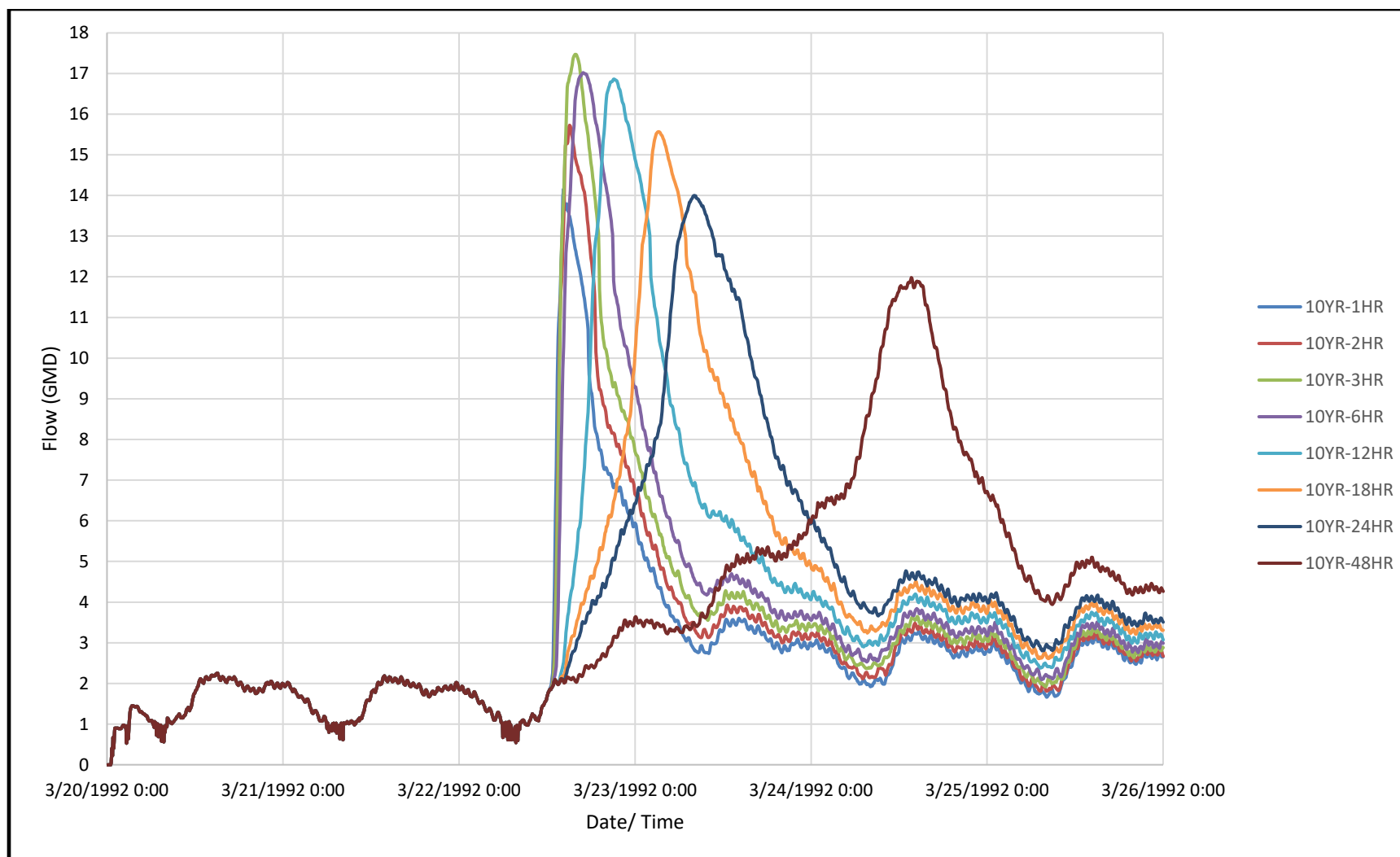


Figure 5-2: Anticipated SE WWTP Flows (*Wastewater Master Planning Report Full Build Out Conditions*)

6.0 Conclusions

Three (3) planning-level alternatives that included a new southeast wastewater treatment plant were evaluated in **Sections 2 through 4** of this memorandum and compared to the current *2018 Wastewater Master Planning Report* Recommended Project.

The *2018 Wastewater Master Planning Report* identifies 16,159 existing connections in the 11,465 acre service area. The long-term growth project indicates that the service area will be increased by 10,975 acres and 7,740 connections, which represents a 94% increase in service area as well as a 48% increase in connections over the planning period (see **Table 1-1**).

The total capital cost for the Phase 1 project submitted to IFA-SRF approximately \$42,404,150. As discussed, the Phase 1 Downtown Interceptor Project is required now to maintain service and compliance with the City's CSO LTCP. The remaining long-term growth projects should be implemented as needed in support of the *2018 Wastewater Master Planning Report* identified service area growth.

As stated, the *2018 Wastewater Master Planning Report* recommended solution is approximately **\$14,120,858** less than SE WWTP Alternative 3 (total capital cost and operation, maintenance, and repairs). This cost increase assumes an apples to apples comparison utilizing the *2018 Wastewater Master Planning Report* projected service area.

If the service area is expanded as detailed in **Section 4**, the SE WWTP Alternative 3 total capital cost is \$129,609,338 and the operation, maintenance, and repair cost is \$27,620,100. This cost is approximately **\$56,682,229** more than the *2018 Wastewater Master Planning Report* recommended solution.

ATTACHMENT A

20-YEAR LIFE CYCLE COSTS

Twenty (20) Year Life Cycle Present Worth Cost Analysis
2018 Wastewater Masterplan Recommended Solution
Real Discount Rate (OMB Circular A-94)

-0.50%

Construction Capital Costs (C)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
Total Construction + Non-Construction Costs	1	\$ 85,674,800	1	\$ 85,674,800
Total Construction Capital Cost =			\$	85,674,800

Operation & Maintenance & Replacement (O&M&R)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
12-Inch Sanitary Sewer Cleaning	5	\$ 13,100	1.03	\$ 13,493
12-Inch Sanitary Sewer Cleaning	10	\$ 14,200	1.05	\$ 14,910
12-Inch Sanitary Sewer Cleaning	15	\$ 15,300	1.08	\$ 16,524
12-Inch Sanitary Sewer Cleaning	20	\$ 16,400	1.11	\$ 18,204
18-Inch Sanitary Sewer Cleaning	5	\$ 406,300	1.03	\$ 418,489
18-Inch Sanitary Sewer Cleaning	10	\$ 410,900	1.05	\$ 431,445
18-Inch Sanitary Sewer Cleaning	15	\$ 415,200	1.08	\$ 448,416
18-Inch Sanitary Sewer Cleaning	20	\$ 419,600	1.11	\$ 465,756
24-Inch Sanitary Sewer Cleaning	5	\$ 605,400	1.03	\$ 623,562
24-Inch Sanitary Sewer Cleaning	10	\$ 613,100	1.05	\$ 643,755
24-Inch Sanitary Sewer Cleaning	15	\$ 620,600	1.08	\$ 670,248
24-Inch Sanitary Sewer Cleaning	20	\$ 628,300	1.11	\$ 697,413
30-Inch Sanitary Sewer Cleaning	5	\$ 484,100	1.03	\$ 498,623
30-Inch Sanitary Sewer Cleaning	10	\$ 489,500	1.05	\$ 513,975
30-Inch Sanitary Sewer Cleaning	15	\$ 495,000	1.08	\$ 534,600
30-Inch Sanitary Sewer Cleaning	20	\$ 500,500	1.11	\$ 555,555
36-Inch Sanitary Sewer Cleaning	5	\$ 130,500	1.03	\$ 134,415
36-Inch Sanitary Sewer Cleaning	10	\$ 132,200	1.05	\$ 138,810
36-Inch Sanitary Sewer Cleaning	15	\$ 134,400	1.08	\$ 145,152
36-Inch Sanitary Sewer Cleaning	20	\$ 136,600	1.11	\$ 151,626
48-Inch Sanitary Sewer Cleaning	5	\$ 194,500	1.03	\$ 200,335
48-Inch Sanitary Sewer Cleaning	10	\$ 196,700	1.05	\$ 206,535
48-Inch Sanitary Sewer Cleaning	15	\$ 198,900	1.08	\$ 214,812
48-Inch Sanitary Sewer Cleaning	20	\$ 201,100	1.11	\$ 223,221
54-Inch Sanitary Sewer Cleaning	5	\$ 173,700	1.03	\$ 178,911
54-Inch Sanitary Sewer Cleaning	10	\$ 175,900	1.05	\$ 184,695
54-Inch Sanitary Sewer Cleaning	15	\$ 178,100	1.08	\$ 192,348
54-Inch Sanitary Sewer Cleaning	20	\$ 180,300	1.11	\$ 200,133
60-Inch Sanitary Sewer Cleaning	5	\$ 153,200	1.03	\$ 157,796
60-Inch Sanitary Sewer Cleaning	10	\$ 155,200	1.05	\$ 162,960
60-Inch Sanitary Sewer Cleaning	15	\$ 157,400	1.08	\$ 169,992
60-Inch Sanitary Sewer Cleaning	20	\$ 159,500	1.11	\$ 177,045
66-Inch Sanitary Sewer Cleaning	5	\$ 401,000	1.03	\$ 413,030
66-Inch Sanitary Sewer Cleaning	10	\$ 405,400	1.05	\$ 425,670
66-Inch Sanitary Sewer Cleaning	15	\$ 409,800	1.08	\$ 442,584
66-Inch Sanitary Sewer Cleaning	20	\$ 414,100	1.11	\$ 459,651
East Side Lift Station Pump Rebuild (Year 15)	15	\$ 620,000	1.08	\$ 669,600
East Side Lift Station O&M	1 - 20	\$ 20,000	21.09	\$ 421,800
Wet Weather Disinfection O&M	1 - 20	\$ 125,000	21.09	\$ 2,636,250
Total O&M Cost =			\$	14,872,339

Salvage Value (SV)							
Item	Useful Life (Years)	Initial Cost (\$)	Percent Depreciated (%)	Depreciated Cost (\$)	20 Year Salvage Value (\$)	Present Worth Factor	Present Worth Salvage Value
12-inch Dia. Sanitary Sewer	70	\$ 284,100.00	29%	\$ 82,400	\$ 201,700	0.94	\$ 189,600
18-inch Dia. Sanitary Sewer	70	\$ 8,023,900	29%	\$ 2,326,900	\$ 5,697,000	0.94	\$ 5,355,200
24-inch Dia. Sanitary Sewer	70	\$ 11,088,500	29%	\$ 3,215,700	\$ 7,872,800	0.94	\$ 7,400,400
30-inch Dia. Sanitary Sewer	70	\$ 10,254,000	29%	\$ 2,973,700	\$ 7,280,300	0.94	\$ 6,843,500
36-inch Dia. Sanitary Sewer	70	\$ 2,348,500	29%	\$ 681,100	\$ 1,667,400	0.94	\$ 1,567,400
48-inch Dia. Sanitary Sewer	70	\$ 4,334,100	29%	\$ 1,256,900	\$ 3,077,200	0.94	\$ 2,892,600
54-inch Dia. Sanitary Sewer	70	\$ 3,778,900	29%	\$ 1,095,900	\$ 2,683,000	0.94	\$ 2,522,000
60-inch Dia. Sanitary Sewer	70	\$ 3,267,700	29%	\$ 947,600	\$ 2,320,100	0.94	\$ 2,180,900
66-inch Dia. Sanitary Sewer	70	\$ 9,223,700	29%	\$ 2,674,900	\$ 6,548,800	0.94	\$ 6,155,900
10-inch Dia. Force Main	50	\$ 250,000	40%	\$ 100,000	\$ 150,000	0.94	\$ 141,000
18-inch Dia. Force Main	50	\$ 584,600	40%	\$ 233,800	\$ 350,800	0.94	\$ 329,800
East Side Lift Station	40	\$ 2,480,000	50%	\$ 1,240,000	\$ 1,240,000	0.94	\$ 1,165,600
25 MGD Disinfection Facility	70	\$ 1,490,000	29%	\$ 432,100	\$ 1,057,900	0.94	\$ 994,400
Total Salvage Value =						\$	37,738,300

Net Present Value (NPV) = (C) + (O&M&R) - (SV)	
Item	Present Worth (\$)
Construction Capital Costs (C)	85,674,800
Operation & Maintenance (O&M)	14,872,339
Salvage Value (SV)	(37,738,300)
Net Present Value (ROUNDED) =	
62,809,000	

Twenty (20) Year Life Cycle Present Worth Cost Analysis

SE WWTP Alternative 1

Real Discount Rate (OMB Circular A-94)

-0.50%

Construction Capital Costs (C)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
Total Construction + Non-Construction Costs	1	\$ 110,230,056	1	\$ 110,230,056
Total Construction Capital Cost =				\$ 110,230,056

Operation & Maintenance & Replacement (O&M&R)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
12-Inch Sanitary Sewer Cleaning	5	\$ 13,100	1.03	\$ 13,493
12-Inch Sanitary Sewer Cleaning	10	\$ 14,200	1.05	\$ 14,910
12-Inch Sanitary Sewer Cleaning	15	\$ 15,300	1.08	\$ 16,524
12-Inch Sanitary Sewer Cleaning	20	\$ 16,400	1.11	\$ 18,204
18-Inch Sanitary Sewer Cleaning	5	\$ 406,300	1.03	\$ 418,489
18-Inch Sanitary Sewer Cleaning	10	\$ 410,900	1.05	\$ 431,445
18-Inch Sanitary Sewer Cleaning	15	\$ 415,200	1.08	\$ 448,416
18-Inch Sanitary Sewer Cleaning	20	\$ 419,600	1.11	\$ 465,756
24-Inch Sanitary Sewer Cleaning	5	\$ 524,000	1.03	\$ 539,720
24-Inch Sanitary Sewer Cleaning	10	\$ 532,000	1.05	\$ 558,600
24-Inch Sanitary Sewer Cleaning	15	\$ 541,000	1.08	\$ 584,280
24-Inch Sanitary Sewer Cleaning	20	\$ 550,000	1.11	\$ 610,500
30-Inch Sanitary Sewer Cleaning	5	\$ 439,000	1.03	\$ 452,170
30-Inch Sanitary Sewer Cleaning	10	\$ 446,000	1.05	\$ 468,300
30-Inch Sanitary Sewer Cleaning	15	\$ 453,000	1.08	\$ 489,240
30-Inch Sanitary Sewer Cleaning	20	\$ 460,000	1.11	\$ 510,600
36-Inch Sanitary Sewer Cleaning	5	\$ 95,000	1.03	\$ 97,850
36-Inch Sanitary Sewer Cleaning	10	\$ 97,000	1.05	\$ 101,850
36-Inch Sanitary Sewer Cleaning	15	\$ 99,000	1.08	\$ 106,920
36-Inch Sanitary Sewer Cleaning	20	\$ 101,000	1.11	\$ 112,110
42-Inch Sanitary Sewer Cleaning	5	\$ 336,000	1.03	\$ 346,080
42-Inch Sanitary Sewer Cleaning	10	\$ 342,000	1.05	\$ 359,100
42-Inch Sanitary Sewer Cleaning	15	\$ 348,000	1.08	\$ 375,840
42-Inch Sanitary Sewer Cleaning	20	\$ 354,000	1.11	\$ 392,940
Broadway Lift Station Pump Rebuild (Year 15)	15	\$ 923,500	1.08	\$ 997,380
Broadway Lift Station O&M	1 - 20	\$ 36,000	21.09	\$ 759,240
113th Avenue Lift Station Pump Rebuild (Year 15)	15	\$ 1,110,800	1.08	\$ 1,199,664
113th Avenue Lift Station O&M	1 - 20	\$ 42,000	21.09	\$ 885,780
SE Lift Station Pump Rebuild (Year 15)	15	\$ 1,285,800	1.08	\$ 1,388,664
SE Lift Station O&M	1 - 20	\$ 51,000	21.09	\$ 1,075,590
WWTP O&M	1 - 20	\$ 210,000	21.09	\$ 4,428,900
Wet Weather Disinfection O&M	1 - 20	\$ 125,000	21.09	\$ 2,636,250
Total O&M Cost =				\$ 21,304,805

Salvage Value (SV)							
Item	Useful Life (Years)	Initial Cost (\$)	Percent Depreciated (%)	Depreciated Cost (\$)	20 Year Salvage Value (\$)	Present Worth Factor	Present Worth Salvage Value
12-inch Dia. Sanitary Sewer	70	\$ 284,100.00	29%	\$ 82,400	\$ 201,700	0.94	\$ 189,600
18-inch Dia. Sanitary Sewer	70	\$ 8,023,900	29%	\$ 2,326,900	\$ 5,697,000	0.94	\$ 5,355,200
24-inch Dia. Sanitary Sewer	70	\$ 9,989,967	29%	\$ 2,897,100	\$ 7,092,867	0.94	\$ 6,667,300
30-inch Dia. Sanitary Sewer	70	\$ 9,028,125	29%	\$ 2,618,200	\$ 6,409,925	0.94	\$ 6,025,300
36-inch Dia. Sanitary Sewer	70	\$ 2,196,075	29%	\$ 636,900	\$ 1,559,175	0.94	\$ 1,465,600
42-inch Dia. Sanitary Sewer	70	\$ 5,945,400	29%	\$ 1,724,200	\$ 4,221,200	0.94	\$ 3,967,900
10-inch Dia. Force Main	50	\$ 250,000	40%	\$ 100,000	\$ 150,000	0.94	\$ 141,000
24-inch Dia. Force Main	50	\$ 2,578,800	40%	\$ 1,031,500	\$ 1,547,300	0.94	\$ 1,454,500
30-inch Dia. Force Main	50	\$ 1,864,000	40%	\$ 745,600	\$ 1,118,400	0.94	\$ 1,051,300
Broadway Lift Station	40	\$ 3,694,000	50%	\$ 1,847,000	\$ 1,847,000	0.94	\$ 1,736,200
113th Avenue Lift Station	40	\$ 4,443,000	50%	\$ 2,221,500	\$ 2,221,500	0.94	\$ 2,088,200
SE Lift Station	40	\$ 5,143,000	50%	\$ 2,571,500	\$ 2,571,500	0.94	\$ 2,417,200
WWTP Equipment	50	\$ 10,000,000	40%	\$ 4,000,000	\$ 6,000,000	0.94	\$ 5,640,000
25 MGD Disinfection Facility	70	\$ 1,490,000	29%	\$ 432,100	\$ 1,057,900	0.94	\$ 994,400
Total Salvage Value =							\$ 39,193,700

Net Present Value (NPV) = (C) + (O&M&R) - (SV)	
Item	Present Worth (\$)
Construction Capital Costs (C)	110,230,056
Operation & Maintenance (O&M)	21,304,805
Salvage Value (SV)	(39,193,700)
Net Present Value (ROUNDED) =	
	92,342,000

Twenty (20) Year Life Cycle Present Worth Cost Analysis
SE WWTP Alternative 2

Real Discount Rate (OMB Circular A-94)

-0.50%

Construction Capital Costs (C)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
Total Construction + Non-Construction Costs	1	\$ 100,994,706	1	\$ 100,994,706
Total Construction Capital Cost =				\$ 100,994,706

Operation & Maintenance & Replacement (O&M&R)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
12-Inch Sanitary Sewer Cleaning	5	\$ 13,100	1.03	\$ 13,493
12-Inch Sanitary Sewer Cleaning	10	\$ 14,200	1.05	\$ 14,910
12-Inch Sanitary Sewer Cleaning	15	\$ 15,300	1.08	\$ 16,524
12-Inch Sanitary Sewer Cleaning	20	\$ 16,400	1.11	\$ 18,204
18-Inch Sanitary Sewer Cleaning	5	\$ 406,300	1.03	\$ 418,489
18-Inch Sanitary Sewer Cleaning	10	\$ 410,900	1.05	\$ 431,445
18-Inch Sanitary Sewer Cleaning	15	\$ 415,200	1.08	\$ 448,416
18-Inch Sanitary Sewer Cleaning	20	\$ 419,600	1.11	\$ 465,756
24-Inch Sanitary Sewer Cleaning	5	\$ 524,000	1.03	\$ 539,720
24-Inch Sanitary Sewer Cleaning	10	\$ 532,000	1.05	\$ 558,600
24-Inch Sanitary Sewer Cleaning	15	\$ 541,000	1.08	\$ 584,280
24-Inch Sanitary Sewer Cleaning	20	\$ 550,000	1.11	\$ 610,500
30-Inch Sanitary Sewer Cleaning	5	\$ 295,000	1.03	\$ 303,850
30-Inch Sanitary Sewer Cleaning	10	\$ 300,000	1.05	\$ 315,000
30-Inch Sanitary Sewer Cleaning	15	\$ 305,000	1.08	\$ 329,400
30-Inch Sanitary Sewer Cleaning	20	\$ 310,000	1.11	\$ 344,100
36-Inch Sanitary Sewer Cleaning	5	\$ 95,000	1.03	\$ 97,850
36-Inch Sanitary Sewer Cleaning	10	\$ 97,000	1.05	\$ 101,850
36-Inch Sanitary Sewer Cleaning	15	\$ 99,000	1.08	\$ 106,920
36-Inch Sanitary Sewer Cleaning	20	\$ 101,000	1.11	\$ 112,110
42-Inch Sanitary Sewer Cleaning	5	\$ 336,000	1.03	\$ 346,080
42-Inch Sanitary Sewer Cleaning	10	\$ 342,000	1.05	\$ 359,100
42-Inch Sanitary Sewer Cleaning	15	\$ 348,000	1.08	\$ 375,840
42-Inch Sanitary Sewer Cleaning	20	\$ 354,000	1.11	\$ 392,940
Greenview Lift Station Pump Rebuild (Year 15)	15	\$ 923,500	1.08	\$ 997,380
Greenview Lift Station O&M	1 - 20	\$ 36,000	21.09	\$ 759,240
Delaware Lift Station Pump Rebuild (Year 15)	15	\$ 484,500	1.08	\$ 523,260
Delaware Lift Station O&M	1 - 20	\$ 25,000	21.09	\$ 527,250
SE Lift Station Pump Rebuild (Year 15)	15	\$ 1,170,300	1.08	\$ 1,263,924
SE Lift Station O&M	1 - 20	\$ 48,000	21.09	\$ 1,012,320
WWTP O&M	1 - 20	\$ 210,000	21.09	\$ 4,428,900
Wet Weather Disinfection O&M	1 - 20	\$ 125,000	21.09	\$ 2,636,250
Total O&M Cost =				\$ 19,453,901

Salvage Value (SV)							
Item	Useful Life (Years)	Initial Cost (\$)	Percent Depreciated (%)	Depreciated Cost (\$)	20 Year Salvage Value (\$)	Present Worth Factor	Present Worth Salvage Value
12-inch Dia. Sanitary Sewer	70	\$ 284,100.00	29%	\$ 82,400	\$ 201,700	0.94	\$ 189,600
18-inch Dia. Sanitary Sewer	70	\$ 8,023,900	29%	\$ 2,326,900	\$ 5,697,000	0.94	\$ 5,355,200
24-inch Dia. Sanitary Sewer	70	\$ 9,989,967	29%	\$ 2,897,100	\$ 7,092,867	0.94	\$ 6,667,300
30-inch Dia. Sanitary Sewer	70	\$ 6,034,375	29%	\$ 1,750,000	\$ 4,284,375	0.94	\$ 4,027,300
36-inch Dia. Sanitary Sewer	70	\$ 2,196,075	29%	\$ 636,900	\$ 1,559,175	0.94	\$ 1,465,600
42-inch Dia. Sanitary Sewer	70	\$ 5,945,400	29%	\$ 1,724,200	\$ 4,221,200	0.94	\$ 3,967,900
10-inch Dia. Force Main	50	\$ 250,000	40%	\$ 100,000	\$ 150,000	0.94	\$ 141,000
24-inch Dia. Force Main	50	\$ 4,067,000	40%	\$ 1,626,800	\$ 2,440,200	0.94	\$ 2,293,800
Greenview Lift Station	40	\$ 3,694,000	50%	\$ 1,847,000	\$ 1,847,000	0.94	\$ 1,736,200
Delaware Lift Station	40	\$ 1,938,000	50%	\$ 969,000	\$ 969,000	0.94	\$ 910,900
SE Lift Station	40	\$ 4,681,000	50%	\$ 2,340,500	\$ 2,340,500	0.94	\$ 2,200,100
WWTP Equipment	50	\$ 10,000,000	40%	\$ 4,000,000	\$ 6,000,000	0.94	\$ 5,640,000
25 MGD Disinfection Facility	70	\$ 1,490,000	29%	\$ 432,100	\$ 1,057,900	0.94	\$ 994,400
Total Salvage Value =						\$	35,589,300

Net Present Value (NPV) = (C) + (O&M&R) - (SV)	
Item	Present Worth (\$)
Construction Capital Costs (C)	100,994,706
Operation & Maintenance (O&M)	19,453,901
Salvage Value (SV)	(35,589,300)
Net Present Value (ROUNDED) =	
84,860,000	

Twenty (20) Year Life Cycle Present Worth Cost Analysis
SE WWTP Alternative 3

Real Discount Rate (OMB Circular A-94)

-0.50%

Construction Capital Costs (C)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
Total Construction + Non-Construction Costs	1	\$ 96,043,706	1	\$ 96,043,706
Total Construction Capital Cost =				\$ 96,043,706

Operation & Maintenance & Replacement (O&M&R)				
Item	Year(s)	Cost (\$)	Present Worth Factor	Present Worth (\$)
12-Inch Sanitary Sewer Cleaning	5	\$ 13,100	1.03	\$ 13,493
12-Inch Sanitary Sewer Cleaning	10	\$ 14,200	1.05	\$ 14,910
12-Inch Sanitary Sewer Cleaning	15	\$ 15,300	1.08	\$ 16,524
12-Inch Sanitary Sewer Cleaning	20	\$ 16,400	1.11	\$ 18,204
18-Inch Sanitary Sewer Cleaning	5	\$ 406,300	1.03	\$ 418,489
18-Inch Sanitary Sewer Cleaning	10	\$ 410,900	1.05	\$ 431,445
18-Inch Sanitary Sewer Cleaning	15	\$ 415,200	1.08	\$ 448,416
18-Inch Sanitary Sewer Cleaning	20	\$ 419,600	1.11	\$ 465,756
24-Inch Sanitary Sewer Cleaning	5	\$ 524,000	1.03	\$ 539,720
24-Inch Sanitary Sewer Cleaning	10	\$ 532,000	1.05	\$ 558,600
24-Inch Sanitary Sewer Cleaning	15	\$ 541,000	1.08	\$ 584,280
24-Inch Sanitary Sewer Cleaning	20	\$ 550,000	1.11	\$ 610,500
30-Inch Sanitary Sewer Cleaning	5	\$ 122,000	1.03	\$ 125,660
30-Inch Sanitary Sewer Cleaning	10	\$ 124,000	1.05	\$ 130,200
30-Inch Sanitary Sewer Cleaning	15	\$ 126,000	1.08	\$ 136,080
30-Inch Sanitary Sewer Cleaning	20	\$ 128,000	1.11	\$ 142,080
36-Inch Sanitary Sewer Cleaning	5	\$ 95,000	1.03	\$ 97,850
36-Inch Sanitary Sewer Cleaning	10	\$ 97,000	1.05	\$ 101,850
36-Inch Sanitary Sewer Cleaning	15	\$ 99,000	1.08	\$ 106,920
36-Inch Sanitary Sewer Cleaning	20	\$ 101,000	1.11	\$ 112,110
42-Inch Sanitary Sewer Cleaning	5	\$ 336,000	1.03	\$ 346,080
42-Inch Sanitary Sewer Cleaning	10	\$ 342,000	1.05	\$ 359,100
42-Inch Sanitary Sewer Cleaning	15	\$ 348,000	1.08	\$ 375,840
42-Inch Sanitary Sewer Cleaning	20	\$ 354,000	1.11	\$ 392,940
Greenview Lift Station Pump Rebuild (Year 15)	15	\$ 857,500	1.08	\$ 926,100
Greenview Lift Station O&M	1 - 20	\$ 36,000	21.09	\$ 759,240
Delaware Lift Station Pump Rebuild (Year 15)	15	\$ 484,500	1.08	\$ 523,260
Delaware Lift Station O&M	1 - 20	\$ 25,000	21.09	\$ 527,250
SE Lift Station Pump Rebuild (Year 15)	15	\$ 1,170,300	1.08	\$ 1,263,924
SE Lift Station O&M	1 - 20	\$ 48,000	21.09	\$ 1,012,320
WWTP O&M	1 - 20	\$ 210,000	21.09	\$ 4,428,900
Wet Weather Disinfection O&M	1 - 20	\$ 125,000	21.09	\$ 2,636,250
Total O&M Cost =				\$ 18,624,291

Salvage Value (SV)							
Item	Useful Life (Years)	Initial Cost (\$)	Percent Depreciated (%)	Depreciated Cost (\$)	20 Year Salvage Value (\$)	Present Worth Factor	Present Worth Salvage Value
12-inch Dia. Sanitary Sewer	70	\$ 284,100.00	29%	\$ 82,400	\$ 201,700	0.94	\$ 189,600
18-inch Dia. Sanitary Sewer	70	\$ 8,023,900	29%	\$ 2,326,900	\$ 5,697,000	0.94	\$ 5,355,200
24-inch Dia. Sanitary Sewer	70	\$ 9,989,967	29%	\$ 2,897,100	\$ 7,092,867	0.94	\$ 6,667,300
30-inch Dia. Sanitary Sewer	70	\$ 6,034,375	29%	\$ 1,750,000	\$ 4,284,375	0.94	\$ 4,027,300
36-inch Dia. Sanitary Sewer	70	\$ 2,196,075	29%	\$ 636,900	\$ 1,559,175	0.94	\$ 1,465,600
42-inch Dia. Sanitary Sewer	70	\$ 5,945,400	29%	\$ 1,724,200	\$ 4,221,200	0.94	\$ 3,967,900
10-inch Dia. Force Main	50	\$ 250,000	40%	\$ 100,000	\$ 150,000	0.94	\$ 141,000
24-inch Dia. Force Main	50	\$ 5,324,200	40%	\$ 2,129,700	\$ 3,194,500	0.94	\$ 3,002,800
Greenview Lift Station	40	\$ 3,430,000	50%	\$ 1,715,000	\$ 1,715,000	0.94	\$ 1,612,100
Delaware Lift Station	40	\$ 1,938,000	50%	\$ 969,000	\$ 969,000	0.94	\$ 910,900
SE Lift Station	40	\$ 4,681,000	50%	\$ 2,340,500	\$ 2,340,500	0.94	\$ 2,200,100
WWTP Equipment	50	\$ 10,000,000	40%	\$ 4,000,000	\$ 6,000,000	0.94	\$ 5,640,000
25 MGD Disinfection Facility	70	\$ 1,490,000	29%	\$ 432,100	\$ 1,057,900	0.94	\$ 994,400
Total Salvage Value =						\$	36,174,200

Net Present Value (NPV) = (C) + (O&M&R) - (SV)	
Item	Present Worth (\$)
Construction Capital Costs (C)	96,043,706
Operation & Maintenance (O&M)	18,624,291
Salvage Value (SV)	(36,174,200)
Net Present Value (ROUNDED) =	
	78,494,000

Appendix C

327 IAC 2-1-2 Maintenance of Surface Water Quality Standards

Rule 1.3. Antidegradation Standards and Implementation Procedures

327 IAC 2-1.3-1 Applicability of antidegradation standards and implementation procedures

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-18-3; IC 13-18-4

Sec. 1. (a) The antidegradation standards established by section 3 of this rule apply to all surface waters of the state.

(b) The antidegradation implementation procedures established in sections 4 through 7 of this rule apply to a proposed new or increased loading of a regulated pollutant to surface waters of the state from a deliberate activity subject to the Clean Water Act, including a change in process or operation that will result in a significant lowering of water quality.

(c) The antidegradation implementation procedures for activities covered by an NPDES general permit authorized by the department apply according to the following:

(1) The department shall complete an antidegradation review of the NPDES general permits.

(2) After an antidegradation review of an NPDES general permit is conducted, activities covered by that NPDES general permit are not required to undergo an additional antidegradation review.

(Water Pollution Control Division; 327 IAC 2-1.3-1; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA)

327 IAC 2-1.3-2 Definitions

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18-3

Affected: IC 13-11-2; IC 13-13-8; IC 13-18-3-2; IC 14-8-2-310; IC 14-22-34; IC 36-2-3.5; IC 36-3-1

Sec. 2. The following definitions apply throughout 327 IAC 2-1, this rule, and 327 IAC 2-1.5:

(1) "Approved alternate mixing zone volume for Lake Michigan" means the volume associated with an alternate mixing zone for Lake Michigan established according to 327 IAC 5-2-11.4(b)(6) and 327 IAC 5-2-11.4(b)(7).

(2) "Available loading capacity" is expressed as a regulated pollutant mass loading rate, per twenty-four (24) hour period, for the waterbody in that area where the water quality is proposed to be lowered, and means the difference between the total loading capacity and the used loading capacity.

(3) "Best available demonstrated control technology" or "BADCT" means wastewater treatment capable of meeting the technology-based effluent limit (TBEL) under 327 IAC 5-5-2 that represents the best cost-effective treatment technology that is readily available.

(4) "Best management practices" or "BMPs" means the following measures to prevent or reduce the pollution of surface waters of the state:

- (A) Schedules of activities.
- (B) Prohibitions of practice.
- (C) Treatment requirements.
- (D) Operation and maintenance procedures.
- (E) Use of containment facilities.
- (F) Other management practices.

BMPs may be employed to control events such as plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage resulting from manufacturing, commercial, mining, or silvicultural activities.

(5) "Bioaccumulation" means the net accumulation of a substance by an organism as a result of uptake from all environmental sources.

(6) "Bioaccumulation factor" or "BAF" means the ratio in liters per kilogram of the concentration of a substance in the tissue of an aquatic organism to its concentration in the ambient water in situations where:

- (A) both the organism and its food are exposed; and
- (B) the ratio does not change substantially over time.

(7) "Bioaccumulative chemical of concern" or "BCC" has the meaning set forth in 327 IAC 2-1-9 and 327 IAC 2-1.5-6.

(8) "Board" means the environmental rules board established under IC 13-13-8.

(9) "CERCLA" has the meaning set forth at IC 13-11-2-24.

(10) "Clean Water Act" or "CWA" has the meaning set forth at IC 13-11-2-29.

(11) "Combined sewer" means a sewer designed and employed to receive both of the following:

- (A) Water-carried or liquid wastes.
- (B) Storm or surface water.

(12) "Commissioner" has the meaning set forth at IC 13-11-2-35.

(13) "Criterion" means a definite numerical value or narrative statement promulgated by the board, to maintain or enhance water quality to provide for and fully protect designated uses of the surface waters of the state.

- (14) "Degradation" means, for purposes of an antidegradation demonstration, the following:
- (A) For an ONRW, any new or increased loading of a regulated pollutant, except for a short-term, temporary increase as described under section 4(a) of this rule.
 - (B) For an HQW, including an OSRW, but excluding an ONRW, any new or increased loading of a regulated pollutant, except as provided under section 4 of this rule, to a surface water of the state, that results in a significant lowering of water quality for that regulated pollutant.
- (15) "Department" has the meaning set forth at IC 13-11-2-51.
- (16) "Designated uses" means those uses specified in the water quality standards at:
- (A) 327 IAC 2-1-3; and
 - (B) 327 IAC 2-1.5-5;
- for each waterbody, whether or not they are being attained.
- (17) "Draft permit" means a document prepared by the commissioner under 327 IAC 5-3-6 before the public comment period, indicating the commissioner's tentative decision to:
- (A) issue or deny;
 - (B) modify;
 - (C) revoke and reissue;
 - (D) terminate; or
 - (E) reissue;
- a permit.
- (18) "Effluent" means a wastewater discharge from a point source to the surface waters of the state.
- (19) "Effluent limitation" means any restriction established by the commissioner on:
- (A) quantities;
 - (B) discharge rates; and
 - (C) concentrations;
- of pollutants that are discharged, or will be discharged, from point sources into surface waters of the state.
- (20) "Endangered or threatened species" means the following:
- (A) Species and designated critical habitat listed as endangered or threatened under 50 CFR 17.11* and 50 CFR 17.12*.
 - (B) Species listed as state endangered by the Indiana department of natural resources under the following:
 - (i) 312 IAC 9-3-19.
 - (ii) 312 IAC 9-4-14.
 - (iii) 312 IAC 9-5-4.
 - (iv) 312 IAC 9-6-9.
 - (v) 312 IAC 9-9-4.
 - (C) State endangered or threatened species identified in the Natural Resources Commission Information Bulletin #2 as approved by the Indiana Natural Resources Commission.**
- (21) "Existing uses" means those uses actually attained in the waterbody on or after November 28, 1975, whether or not they are included under 327 IAC 2-1-3 or 327 IAC 2-1.5-5.
- (22) "Governmental entity" has the meaning set forth at IC 13-11-2-90.
- (23) "Great Lakes" means the following in Indiana:
- (A) Lake Erie.
 - (B) Lake Michigan.
- (24) "High quality water" or "HQW" means a waterbody, including an ONRW or OSRW, where the quality of the surface water exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water, on a pollutant by pollutant basis. The term includes any waterbody for which the pollutant has not been detected in:
- (A) the water column; and
 - (B) nontransient aquatic organisms;
- at levels that would indicate that a water quality criterion is not being met.
- (25) "Indirect discharger" means a discharger introducing nondomestic waste pollutants into a POTW.
- (26) "Lake Michigan" means the Indiana portion of the open waters of Lake Michigan.
- (27) "Legislative body" means any of the following:
- (A) For a county not subject to IC 36-2-3.5 or IC 36-3-1, a board of county commissioners.
 - (B) For a county subject to IC 36-2-3.5, a county council.
 - (C) For a consolidated city or a county having a consolidated city, a city council.
 - (D) For a city other than a consolidated city, a common council.
 - (E) For a town, a town council.

- (F) For a township, a township board.
- (28) "Mixing zone" means an area contiguous to a discharge, where the discharge mixes with the receiving water or waters. Where the quality of the effluent is lower than that of the receiving water, it may not be possible to attain all designated uses within the mixing zone that are attained outside the zone. The mixing zone should not be considered a place where effluents are treated.
- (29) "National Pollutant Discharge Elimination System" or "NPDES" means the national program for:
- (A) issuing;
 - (B) modifying;
 - (C) revoking and reissuing;
 - (D) terminating;
 - (E) denying;
 - (F) monitoring; and
 - (G) enforcing;
- permits for the discharge of pollutants from point sources, and imposing and enforcing pretreatment requirements by U.S. EPA or an authorized state under Sections 307, 318, 402, and 405 of the CWA. The term includes a state program approved by U.S. EPA under 40 CFR 123.
- (30) "Open waters of Lake Michigan" means the following:
- (A) The waters within Lake Michigan lakeward, from a line drawn across the mouth of tributaries to the lake, including all surface waters enclosed by constructed breakwaters.
 - (B) For the Indiana Harbor Ship Canal, the boundary of the open waters of Lake Michigan is delineated by a line drawn across the mouth of the harbor from the East Breakwater Light (2016 United States Coast Guard Light List No. 19675) to the northernmost point of the shore line along the west side of the harbor.
- (31) "Outstanding national resource water" or "ONRW" has the meaning set forth at IC 13-11-2-149.5.
- (32) "Outstanding state resource water" or "OSRW" has the meaning set forth at IC 13-11-2-149.6.
- (33) "Parameter" means a quantitative or characteristic element that describes:
- (A) physical;
 - (B) chemical; or
 - (C) biological;
- conditions of water.
- (34) "Permit" has the meaning set forth at IC 13-11-2-157.
- (35) "Permittee" means the holder of a permit.
- (36) "Person" has the meaning set forth at IC 13-11-2-158(a).
- (37) "Point source" means any discernible, confined, and discrete conveyance, including any of the following from which pollutants are, or may be, discharged:
- (A) A pipe.
 - (B) A ditch.
 - (C) A channel.
 - (D) A tunnel.
 - (E) A conduit.
 - (F) A well.
 - (G) A discrete fissure.
 - (H) A container.
 - (I) Rolling stock.
 - (J) A concentrated animal feeding operation.
 - (K) A landfill leachate collection system.
 - (L) A vessel.
 - (M) Any other floating craft.
- The term does not include return flows from irrigated agriculture or agricultural storm runoff.
- (38) "Pollutant" means any of the following when discharged into water:
- (A) Dredged spoil.
 - (B) Solid waste.
 - (C) Incinerator residue.
 - (D) Filter backwash.
 - (E) Sewage.
 - (F) Garbage.
 - (G) Sewage sludge.

- (H) Munitions.
 - (I) Chemical wastes.
 - (J) Biological materials.
 - (K) Radioactive materials.
 - (L) Heat.
 - (M) Wrecked or discarded equipment.
 - (N) Rock.
 - (O) Sand.
 - (P) Cellar dirt.
 - (Q) Industrial, municipal, or agricultural waste.
- (39) "Pollution prevention" has the meaning set forth at IC 13-11-2-166.
- (40) "Privately owned treatment works" means any device or system:
- (A) including recycling and reclamation, used in the treatment of:
 - (i) municipal sewage; or
 - (ii) industrial wastes; and
 - (B) that is not a POTW.
- (41) "Publicly owned treatment works" or "POTW" has the meaning set forth at 327 IAC 5-1.5-48.
- (42) "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. 6901 through 42 U.S.C. 6992k.
- (43) "Regulated pollutant" means any:
- (A) parameter of a pollutant as defined in subdivision (38):
 - (i) for which water quality criteria have been adopted in or developed pursuant to 327 IAC 2-1 or 327 IAC 2-1.5;
 - (ii) including:
 - (AA) narrative and numeric criteria; and
 - (BB) nutrients, specifically phosphorus and nitrogen; and
 - (iii) excluding:
 - (AA) biological criteria;
 - (BB) pH; and
 - (CC) dissolved oxygen; and
 - (B) other parameter of a pollutant as defined in subdivision (38) that may be limited in an NPDES permit as a result of:
 - (i) best professional judgment;
 - (ii) new source performance standards;
 - (iii) best conventional pollutant control technology;
 - (iv) best available technology economically achievable; or
 - (v) best practicable control technology currently available;for the appropriate categorical guidelines of 40 CFR 400 to 40 CFR 471.
- (44) "Representative background concentration" means a value based upon a data set and determined according to 327 IAC 5-2-11.4(a)(8).
- (45) "Representative background loading rate" means the product of the representative background concentration multiplied by either the:
- (A) approved alternate mixing zone volume for Lake Michigan; or
 - (B) stream design flow.
- (46) "Sanitary sewer" means a sewer to which storm, surface, and ground waters are not intentionally allowed to enter, and that conveys liquid and water-carried wastes from the following:
- (A) Residences.
 - (B) Commercial buildings.
 - (C) Industrial plants.
 - (D) Institutions.
- (47) "Sanitary wastewater" means the liquid and water-carried waste from:
- (A) residences;
 - (B) commercial buildings;
 - (C) industrial plants;
 - (D) institutions; and
 - (E) other places of human occupancy;
- that is transported by sewers and is primarily composed of human and household waste. Sanitary wastewater, as received

by a POTW, may contain a component of industrial waste.

(48) "Sewage" has the meaning set forth at IC 13-11-2-200.

(49) "Sewer" means a pipe or conduit that carries wastewater or drainage water.

(50) "Significant lowering of water quality" means:

(A) there is a new or increased loading of a regulated pollutant to a surface water of the state, that results in an increase in the ambient concentration of the regulated pollutant, and the increased loading is greater than a de minimis lowering of water quality; and

(B) none of the provisions of section 4 of this rule applies.

(51) "Stream design flow" means the stream flow that represents critical conditions, upstream from the source as defined in 327 IAC 5-2-11.1(b) and 327 IAC 5-2-11.4(b)(3), for protection of:

(A) aquatic life;

(B) human health; or

(C) wildlife.

(52) "Total loading capacity" is expressed as a regulated pollutant mass loading rate per twenty-four (24) hour period for the waterbody in the area where the water quality is proposed to be lowered, and means the product of the applicable water quality criterion multiplied by the sum of:

(A) the existing effluent flow;

(B) the proposed new or increased effluent flow; and

(C) either:

(i) the approved alternate mixing zone volume for Lake Michigan; or

(ii) the stream design flow.

(53) "Toxic substances" means substances that are, or may become, harmful to:

(A) aquatic life;

(B) humans;

(C) other animals;

(D) plants; or

(E) food chains;

when present in sufficient concentrations or combinations. The term includes those substances identified as toxic under Section 307(a)(1) of the CWA.

(54) "Unit of government" means a:

(A) county;

(B) municipality;

(C) township; or

(D) state.

(55) "Used loading capacity" is expressed as a regulated pollutant mass loading rate per twenty-four (24) hour period for the waterbody in the area where the water quality is proposed to be lowered, and means the sum of:

(A) the representative background loading rate over a twenty-four (24) hour period; and

(B) the monthly average mass-based effluent limitations contained in the existing permit.

(56) "Wastewater" means liquid or water-carried wastes from industrial, municipal, agricultural, or other sources.

(57) "Water quality standard" means a state or federal law or regulation consisting of:

(A) a designated use or uses;

(B) water quality criteria; and

(C) an antidegradation policy and implementation procedure.

(58) "Waters" or "waters of the state" has the meaning set forth in IC 13-11-2-265.

(59) "Watershed" has the meaning set forth in IC 14-8-2-310.

(60) "Whole effluent toxicity" or "WET" means the aggregate toxic effect of an effluent measured directly by a toxicity test performed in accordance with the approved methodologies under 40 CFR Part 136.

*These documents are incorporated by reference. Copies may be obtained from the Government Publishing Office, www.gpo.gov, or are available for review at the Indiana Department of Environmental Management, Office of Legal Counsel, Indiana Government Center North, 100 North Senate Avenue, Thirteenth Floor, Indianapolis, Indiana 46204.

**The Natural Resources Commission Information Bulletin #2 can be found at www.in.gov/dnr/fishwild. (*Water Pollution Control Division; 327 IAC 2-1.3-2; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA; errata filed Oct 17, 2012, 3:30 p.m.: 20121107-IR-327120574ACA; filed Sep 6, 2018, 11:50 a.m.: 20181003-IR-327170278FRA*)

327 IAC 2-1.3-3 Antidegradation standards

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-18-3-2; IC 13-18-4

Sec. 3. (a) The Tier 1 antidegradation standard is as follows:

(1) For all surface waters of the state, existing uses and the level of water quality necessary to protect existing uses shall be maintained and protected. To ensure this standard is met, the commissioner shall do the following:

(A) Ensure that the level of water quality necessary to protect existing uses is maintained. In order to achieve this requirement, water quality standards use designations must include all existing uses.

(B) Establish controls as necessary on nonpoint sources, where authority exists, and point sources of regulated pollutants to ensure the following:

(i) The criteria applicable to the designated use are achieved in the water.

(ii) Any designated use of a downstream water is maintained and protected.

(2) Where designated uses of waters are impaired:

(A) there shall be no additional lowering of the water quality with respect to the regulated pollutants that are causing the impairment; and

(B) to ensure the standard under clause (A) is met, the commissioner shall not allow a lowering of water quality for the regulated pollutants that prevents the attainment of the:

(i) designated use; or

(ii) water quality criterion.

(b) The Tier 2 antidegradation standard for HQWs that are not ONRWs or OSRWs is as follows:

(1) The surface waters of the state where existing quality for a parameter is better than the water quality criterion for that parameter established in 327 IAC 2-1-6 or 327 IAC 2-1.5-8 shall be considered high quality for that parameter.

(2) This high quality of water for a parameter shall be maintained and protected unless the commissioner finds, after full satisfaction of intergovernmental coordination and public participation and the provisions in section 5 of this rule, that allowing a significant lowering of water quality is necessary and accommodates important social or economic development in the area in which the waters are located. In allowing a significant lowering of water quality, the commissioner shall assure the following:

(A) Water quality adequate to fully protect existing uses is maintained.

(B) The highest statutory and regulatory requirements for all new and existing point sources are applied.

(C) Where authority exists, all cost-effective and reasonable BMPs for nonpoint source control are employed.

(c) The Tier 2.9 antidegradation standard for HQWs that are OSRWs is as follows:

(1) For OSRWs inside the Great Lakes basin, no new or increased loading of a BCC, except mercury, shall be allowed that causes a significant lowering of water quality of the OSRW.

(2) For mercury in OSRWs inside the Great Lakes basin, BCCs in OSRWs outside the Great Lakes basin, and non-BCCs in all OSRWs, the following apply:

(A) These waters shall be maintained and protected in their present high quality unless the commissioner finds, after full satisfaction of:

(i) intergovernmental coordination and public participation; and

(ii) the provisions in sections 5 and 7 of this rule;

that allowing a significant lowering of water quality is necessary and accommodates important social or economic development in the area in which the waters are located.

(B) In allowing a significant lowering of water quality, the commissioner shall assure the following:

(i) Water quality adequate to fully protect existing uses is maintained.

(ii) The highest statutory and regulatory requirements for all new and existing point sources are applied.

(iii) Where authority exists, all cost-effective and reasonable BMPs for nonpoint source control are employed.

(3) For OSRWs, any new or increased loading of a regulated pollutant that results in a significant lowering of water quality for that regulated pollutant shall be prohibited, unless the:

(A) activity causing the increased loading:

(i) results in an overall improvement in water quality in the OSRW; and

(ii) meets the applicable requirements of this section; or

(B) person proposing the increased loading implements or funds a water quality improvement project in accordance with IC 13-18-3-2 in the watershed of the OSRW that:

(i) results in an overall improvement in water quality in the OSRW; and

(ii) meets the applicable requirements of this section.

(d) In addition to the OSRWs designated under IC 13-18-3-2(u) or listed at 327 IAC 2-1.5-19(b), the following waters are designated by the board to be OSRWs:

- (1) The Blue River in Washington, Crawford, and Harrison counties, from river mile 57.0 to river mile 11.5.
- (2) The North Fork of Wildcat Creek in Carroll and Tippecanoe counties, from river mile 43.11 to river mile 4.82.
- (3) The South Fork of Wildcat Creek in Tippecanoe County, from river mile 10.21 to river mile 0.00.
- (e) The Tier 3 antidegradation standard for HQWs that are ONRWs is the following:
 - (1) These waters shall be maintained and protected in their present high quality without degradation except for short-term, temporary loadings as described in section 4(a) of this rule.
 - (2) To ensure the antidegradation standard under subdivision (1) is met, the following requirements apply:
 - (A) A deliberate activity that:
 - (i) is not exempt under section 4 of this rule; and
 - (ii) results in a new or increased loading;
is prohibited.
 - (B) A loading to a tributary of an ONRW that is not exempt under section 4 of this rule shall not be allowed if it would cause an increase in the ambient concentration of that pollutant in the ONRW.

(f) Except for ONRWs, any determination made by the commissioner in accordance with Section 316 of the CWA concerning alternative thermal effluent limitations shall be considered to be consistent with the antidegradation standards contained in this section. (*Water Pollution Control Division; 327 IAC 2-1.3-3; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA*)

327 IAC 2-1.3-4 Exemptions from the antidegradation demonstration requirements and the water quality improvement project or payment to the OSRW improvement fund requirements

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-11-2-24; IC 13-18-7; IC 13-23-13; IC 13-24-1; IC 13-25-5

Sec. 4. (a) For an ONRW or OSRW inside the Great Lakes basin, an exemption from the antidegradation demonstration requirements included in section 5 of this rule and the water quality improvement project or payment to the OSRW improvement fund requirements included in section 7 of this rule shall be allowed for new or increased loadings of mercury and non-BCCs if the following conditions are met:

- (1) All reasonable methods for minimizing or preventing the new or increased loading have been taken.
- (2) The discharge will last less than twelve (12) months or three hundred sixty-five (365) days.
- (3) A person applies for and receives authorization from the commissioner.
- (4) The discharge will result only in a short-term, temporary (not to exceed twelve (12) months) lowering of water quality.
- (5) The discharge complies with the antidegradation standards contained in section 3 of this rule.

(b) For an HQW except an ONRW or OSRW inside the Great Lakes basin, an exemption from the antidegradation demonstration requirements included in section 5 of this rule and the water quality improvement project or payment to the OSRW improvement fund requirements included in section 7 of this rule shall be allowed for new or increased loadings if the following conditions are met:

- (1) All reasonable methods for minimizing or preventing the new or increased loading have been taken.
- (2) The discharge will last less than twelve (12) months or three hundred sixty-five (365) days.
- (3) A person applies for and receives authorization from the commissioner.
- (4) The discharge will result only in a short-term, temporary (not to exceed twelve (12) months) lowering of water quality.
- (5) The discharge complies with the antidegradation standards contained in section 3 of this rule.

(c) For an HQW except an ONRW, a new or increased loading of a regulated pollutant resulting from the following is exempt from the antidegradation demonstration requirements included in section 5 of this rule and the water quality improvement project or payment to the OSRW improvement fund requirements included in section 7 of this rule:

- (1) A new or increased loading of a non-BCC that is a demonstrated de minimis lowering of water quality as shown by the submission of sufficient information that allows the commissioner to verify the de minimis as determined according to the following:

(A) Calculation considerations according to the following:

- (i) The proposed net increase in the loading of a regulated pollutant is less than or equal to ten percent (10%) of the available loading capacity determined at the time of the specific proposed new or increased loading of the regulated pollutant. The available loading capacity shall be established at the time of each request for a new or increased loading of a regulated pollutant.
 - (ii) The benchmark available loading capacity is equal to ninety percent (90%) of the available loading capacity established at the time of the request for the initial increase in the loading of a regulated pollutant.
 - (iii) For every request after the time of the request for the initial increase in the loading of a regulated pollutant, the available loading capacity remaining after the net increase in the loading of a regulated pollutant must be greater than or equal to the benchmark available loading capacity.
 - (B) For heat, except for loadings to Lake Michigan, the following conditions must be satisfied:
 - (i) The new or increased loading will not result in an increase in temperature in a stream or an inland lake, outside of the designated mixing zone, where applicable.
 - (ii) The new or increased loading will not result in an increase in waste heat of an amount in a stream greater than the amount determined by calculating the number of British thermal units (BTUs) required to raise the temperature of the stream design flow of the receiving stream by one (1) degree Fahrenheit.
 - (C) For loadings to Lake Michigan, relative to temperature and heat, the following conditions must be satisfied:
 - (i) The new or increased loading will not result in an increase in temperature as allowed in 327 IAC 2-1.5-8(c)(4)(D)(iv), at the edge of a one thousand (1,000) foot arc inscribed from a fixed point adjacent to the loading.
 - (ii) The new or increased loading will not result in an increase in waste heat in an amount greater than five-tenths (0.5) billion BTUs per hour.
- (2) A new or increased loading that results from one (1) of the following activities that does not require the submission of information beyond what is required to comply with the discharger's existing applicable permit:
- (A) A change in loading of a regulated pollutant within the existing capacity and processes that are covered by an existing applicable permit, including, but not limited to, the following:
 - (i) Normal operational variability, including, but not limited to, intermittent increased loadings due to wet weather conditions.
 - (ii) A change in intake water pollutants not caused by the discharger.
 - (iii) Increasing the production hours of the facility, for example, adding a second shift.
 - (iv) Increasing the rate of production.
 - (v) A change at an internal outfall that does not directly discharge to a surface water of the state.
 - (vi) A change in the applicable effluent limitation guideline based on a change in production.
 - (B) A bypass not prohibited by 327 IAC 5-2-8(11).
 - (C) A new limit for a regulated pollutant for an existing permitted discharger that will not allow an increase in either the mass or concentration of the regulated pollutant discharged, including a new limit that is a result of one (1) of the following:
 - (i) New or improved:
 - (AA) monitoring data; or
 - (BB) analytical methods.
 - (ii) New or modified:
 - (AA) water quality criteria; or
 - (BB) effluent limitation guidelines, pretreatment standards, or control requirements for POTWs.
 - (D) An increased loading of a regulated pollutant at an existing outfall discharging to a water of the state due to increasing the sewered area, connection of new sewers and users, or acceptance of trucked-in wastes, such as septage and holding tank wastes, by a POTW, provided the following are true:
 - (i) There is no increase in the existing NPDES permit limits.

- (ii) There is no increase beyond the treatment capacity of the facility.
- (iii) There is no significant change expected in the characteristics of the wastewater discharged.
- (iv) There is no increased loading of BCCs from nondomestic wastes.

(Water Pollution Control Division; 327 IAC 2-1.3-4; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA)

327 IAC 2-1.3-5 Antidegradation demonstration

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-23-13; IC 13-24-1; IC 13-25-5

Sec. 5. (a) Any person requesting a new or increased loading that would cause a lowering of water quality that is not exempt under section 4 of this rule shall submit the information described in this section to the commissioner to support the commissioner's determination that the proposed new or increased loading is necessary and accommodates important social or economic development in the area of the loading. The following basic information must be submitted:

- (1) The regulated pollutants proposed to be in the new or increased loading.
- (2) The estimated concentration and mass of all regulated pollutants proposed to be in the new or increased loading.
- (3) The location of the proposed discharge and a map of the area of the proposed discharge that shows the receiving water or waters that would be affected by the new or increased loading, including the area downstream of the proposed discharge.
- (4) The physical, biological, and chemical conditions of the receiving water or waters as determined by:
 - (A) available information; or
 - (B) additional information, including, if requested by the department, the results of water quality analysis such as:
 - (i) chemical analysis;
 - (ii) biological analysis; or
 - (iii) both items (i) and (ii).

(b) Any person requesting a new or increased loading that would cause a lowering of water quality that is not exempt under section 4 of this rule shall submit an antidegradation demonstration that includes the basic information required under subsection (a) and the necessary information required under subsection (c) for the following beneficial activities that result in a new or increased loading:

- (1) A change in loading of a regulated pollutant due solely to implementation of:
 - (A) enforceable municipal or industrial controls on wet weather flows, including combined sewer overflows; or
 - (B) an enforceable individual NPDES permit for storm water associated with industrial activity;when there is no net increase in the quantity and concentration of the regulated pollutant to the same ten (10) digit watershed.
- (2) A new or increased loading of a regulated pollutant due to one (1) or more of the following:
 - (A) A response action under CERCLA, as defined in IC 13-11-2-24, as amended.
 - (B) A corrective action under RCRA, as amended.
 - (C) An action utilizing federal or state authorities with regulations to alleviate a release into the environment of hazardous substances, pollutants, or contaminants that may pose an imminent or existing and substantial danger to public health or welfare, including one (1) or more of the following:
 - (i) An underground storage tank (UST) corrective action under IC 13-23-13.
 - (ii) A remediation of petroleum releases under IC 13-24-1.
 - (iii) A voluntary remediation under IC 13-25-5.
 - (iv) An abatement or correction of any polluted condition under IC 13-18-7.
- (3) A new or increased loading of noncontact cooling water that will not do the following:
 - (A) Increase the temperature of the receiving water or waters outside of the designated mixing zone, where applicable.
 - (B) Increase the loading of BCCs.
 - (C) Require numeric water quality-based effluent limitations (WQBELs) for toxic substances or WET as determined under 327 IAC 5-2-11.5.
- (4) A new or increased loading of an approved non-BCC water treatment additive.

- (5) A change in loading of a regulated pollutant:
 - (A) where there is a voluntary, simultaneous, enforceable decrease in the actual loading of the regulated pollutant from sources contributing to the same ten (10) digit watershed; and
 - (B) with the result that there is a net decrease in the loading of the regulated pollutant to the same ten (10) digit watershed.
- (6) A new or increased loading of a regulated pollutant from a sanitary wastewater treatment plant constructed or expanded to alleviate a public health concern, for example, a connection of existing residences currently on septic systems.
- (c) For each regulated pollutant in the proposed new or increased loading associated with activities in subsections (b), (d), and (f), each antidegradation demonstration shall include the following necessary information:
 - (1) The availability, reliability, cost-effectiveness, and technical feasibility of the following:
 - (A) No degradation.
 - (B) Minimal degradation.
 - (C) Degradation mitigation techniques or alternatives.
 - (2) An analysis of the loading reduction benefits and water quality benefits associated with the degradation mitigation techniques or alternatives required to be assessed under subdivision (1)(C), including the following:
 - (A) A review of pollution prevention alternatives and techniques that includes the following:
 - (i) A listing of alternatives and techniques, including new and innovative technologies.
 - (ii) A description of how the alternatives and techniques available to the applicant would minimize or prevent the proposed significant lowering of water quality.
 - (iii) The loading reduction attainable by employing the alternatives and techniques.
 - (iv) The costs associated with employing the alternatives and techniques.
 - (v) An identification of the pollution prevention alternatives and techniques selected to be employed and an explanation of why those selections were made.
 - (B) An evaluation of the feasibility and costs of connecting to an existing POTW or privately owned treatment works, within the vicinity of the proposed new or increased loading, that:
 - (i) will effectively treat the proposed discharge; and
 - (ii) is willing to accept wastewater from other entities.
 - (C) For POTWs, if the proposed significant lowering of water quality is a result of a proposed new or increased loading from one (1) or more indirect dischargers, the analysis shall also include the following:
 - (i) The requirements of clause (A) shall be completed for the indirect discharger or dischargers as well as for the POTW. The POTW may require the indirect dischargers to prepare this information.
 - (ii) If one (1) or more of the indirect dischargers proposes or does discharge to a combined sewer or sanitary sewer that is connected to a combined sewer, all combined sewer overflows (CSOs) between the point of discharge to the sewer and the POTW shall be identified.
- (3) The availability, cost-effectiveness, and technical feasibility of central or regional sewage collection and treatment facilities, including long-range plans for discharges outlined in:
 - (A) state or local water quality management planning documents; and
 - (B) applicable facility planning documents.
- (4) The availability, cost-effectiveness, and technical feasibility of discharging to another waterbody that:
 - (A) is not an OSRW; or
 - (B) has a higher assimilative capacity for the regulated pollutant.
- (d) Any person requesting a new or increased loading that would cause a lowering of water quality that is not exempt under section 4 of this rule shall submit an antidegradation demonstration that includes the basic information required under subsection (a), the necessary information required under subsection (c), and the alternatives analysis information required under subsection (e) for the following beneficial activities that result in a new or increased loading:
 - (1) A new or increased loading of a regulated pollutant where the following are true:
 - (A) The new or increased loading is necessary to accomplish a reduction in the loading of another regulated pollutant.
 - (B) There will be an improvement in water quality in the receiving water or waters. An improvement in water quality will occur if the impact from the new or increased loading of the regulated pollutant

is:

- (i) less bioaccumulative; and
- (ii) less toxic than the reduced pollutant or pollutant parameter.

In making these determinations regarding bioaccumulation, the BAF methodology under 327 IAC 2-1.5-13 will be used.

(2) A new or increased loading of a regulated pollutant where:

- (A) the new or increased loading is necessary to accomplish a reduction in the release of one (1) or more air pollutants; and
- (B) there will be an environmental improvement that will occur when the applicant demonstrates that the reduction in the loading of the air pollutant:

- (i) is necessary to meet a state or federal air quality standard or emission requirement; or
- (ii) will substantially reduce human exposure to hazardous air pollutants or other air pollutants that are subject to state or federal air quality standards.

(e) For each regulated pollutant in the proposed new or increased loading associated with activities in subsections (d) and (f), each antidegradation demonstration shall include the information required by one (1) of the following alternatives analyses:

(1) The identification of an accepted effluent limit based on BADCT, when available, as established by the department.

(2) A discussion of the following:

- (A) The alternative or enhanced treatment techniques selected to be employed.
- (B) An explanation of why the alternative or enhanced treatment techniques selected in clause (A) were made.
- (C) The reliability of the selected treatment alternative or alternatives, including, but not limited to, the possibility of recurring operational and maintenance difficulties that would lead to increased degradation.

(f) Any person seeking a new or increased loading that constitutes a significant lowering of water quality that is not exempt under section 4 of this rule and is not a beneficial activity identified under subsections (b) or (d) shall submit an antidegradation demonstration that includes the following:

- (1) Basic information required under subsection (a).
- (2) Necessary information required under subsection (c).
- (3) Alternatives analysis information required under subsection (e).
- (4) Social and economic analysis information required under subsection (g).

(g) For each regulated pollutant in the proposed new or increased loading associated with activities in subsection (f), each antidegradation demonstration shall include the following social and economic analysis information:

(1) The anticipated impact on aquatic life and wildlife, considering the following:

- (A) Endangered or threatened species.
- (B) Important commercial or recreational sport fish species.
- (C) Other individual species.
- (D) The overall aquatic community structure and function.

(2) The anticipated impact on human health.

(3) The degree to which water quality may be lowered in waters located within the following:

- (A) National, state, or local parks.
- (B) Preserves or wildlife areas.
- (C) OSRWs or ONRWs.

(4) The extent to which the resources or characteristics adversely impacted by the lowered water quality are unique or rare within the locality or state.

(5) Where relevant, the anticipated impact on economic and social factors, including the following:

- (A) Creation, expansion, or maintenance of employment.
- (B) The unemployment rate.
- (C) The median household income.
- (D) The number of households below the poverty level.
- (E) Community housing needs.
- (F) Change in population.
- (G) The impact on the community tax base.
- (H) Provision of fire departments, schools, infrastructure, and other necessary public services.

- (I) Correction of a public health, safety, or environmental problem.
- (J) Production of goods and services that protect, enhance, or improve the overall quality of life and related research and development.
- (K) The impact on the quality of life for residents in the area.
- (L) The impact on the fishing, recreation, and tourism industries.
- (M) The impact on endangered or threatened species.
- (N) The impact on economic competitiveness.
- (O) Demonstration by the applicant that the factors identified and reviewed under clauses (A) through (N) are necessary to accommodate important social or economic development despite the proposed significant lowering of water quality.
- (P) Inclusion by the applicant of additional factors that may enhance the social or economic importance associated with the proposed discharge, such as an approval that recognizes social or economic importance and is given to the applicant by:
 - (i) a legislative body; or
 - (ii) other government officials.

(6) Any other:

- (A) action or recommendation relevant to the antidegradation demonstration:
 - (i) made by a:
 - (AA) state;
 - (BB) county;
 - (CC) township; or
 - (DD) municipality;
 - potentially affected by the proposed discharge; or
 - (ii) received during the public participation process; and
- (B) factors that the commissioner:
 - (i) finds relevant; or
 - (ii) is required to consider under the CWA.

(Water Pollution Control Division; 327 IAC 2-1.3-5; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA)

327 IAC 2-1.3-6 Commissioner's determination

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-18-3-14; IC 13-23-13; IC 13-24-1; IC 13-25-5

Sec. 6. (a) In determining whether a proposed loading is necessary and accommodates important social or economic development in the area in which the waters are located under antidegradation standards and implementation procedures, the commissioner:

- (1) must give substantial weight to any applicable determinations by governmental entities; and
 - (2) may rely on consideration of any one (1) or a combination of the factors listed in section 5(g)(5) of this rule.
- (b) Upon receipt of an antidegradation demonstration, the commissioner shall provide notice and request comment according to 327 IAC 5-2-11.2. The commissioner shall hold a public meeting on the antidegradation demonstration in accordance with 327 IAC 5-2-11.2 if:
- (1) the proposed loading is to an OSRW; or
 - (2) a public meeting is requested during the noticed comment period by at least twenty-five (25) persons living or working within:
 - (A) the same ten (10) digit watershed; or
 - (B) fifteen (15) miles of the proposed loading.

The commissioner may hold a public meeting in accordance 327 IAC 5-2-11.2 if the commissioner otherwise deems such a meeting appropriate.

(c) The commissioner shall make a determination on the antidegradation demonstration by considering whether the demonstration meets the following:

- (1) Is administratively complete.
- (2) Provides the following information:
 - (A) The applicable factors listed in section 5 of this rule, as appropriate, for the new or increased loading.
 - (B) Any other information that the commissioner deems appropriate regarding the:

- (i) proposed activities; and
- (ii) affected receiving water or waters.

If the applicant voluntarily held a public meeting that allowed interested parties the opportunity to hear the applicant's rationale supporting the elements of the applicant's antidegradation demonstration, evidence of the public meeting should be included in the antidegradation demonstration for the commissioner's consideration. At a minimum, the evidence of the public meeting should include the date of the public meeting, names of those in attendance, and a summary of questions asked and subjects discussed.

(d) The commissioner shall deny some or all of the request to significantly lower water quality if one (1) or more of the following applies:

- (1) The activity that would cause the lowering of water quality is not necessary because cost-effective measures that would prevent or minimize the proposed lowering of water quality are reasonably available but the person proposing the new or increased loading has chosen not to implement these measures.
- (2) The activity that would cause the lowering of water quality does not accommodate important social or economic development in the area.
- (3) The activity that would cause the lowering of water quality would jeopardize endangered or threatened species.

(e) The commissioner may approve some or all of the request to significantly lower water quality only if the following have occurred:

- (1) A public participation process.
- (2) Appropriate intergovernmental coordination.
- (3) A determination by the commissioner that the lower water quality is necessary and accommodates important social or economic development in the area in which the receiving water or waters is located.

(f) In no event may a permit be granted that would not meet the requirements of section 3 of this rule.

(g) When the commissioner makes a tentative determination on an antidegradation demonstration, the commissioner shall public notice the antidegradation demonstration tentative determination according to 327 IAC 5-2-11.2 and the tentative determination shall:

- (1) summarize, in the public notice form, the determining factors relied upon by the commissioner; and
- (2) if approved for an NPDES permit, be incorporated into the:
 - (A) draft permit; and
 - (B) fact sheet;

that are made available for public comment under 327 IAC 5-3-9.

(Water Pollution Control Division; 327 IAC 2-1.3-6; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA)

327 IAC 2-1.3-7 Water quality improvement project or payment to the OSRW improvement fund

Authority: IC 13-13-5-1; IC 13-13-5-2; IC 13-18

Affected: IC 13-18-3-14; IC 13-23-13; IC 13-24-1; IC 13-25-5

Sec. 7. (a) A discharger proposing to cause a significant lowering of water quality in an OSRW shall:

- (1) implement a water quality improvement project in the watershed of the affected OSRW; or
- (2) fund a water quality improvement project in the watershed of the affected OSRW by payment of a fee into the OSRW improvement fund established under IC 13-18-3-14;

for each activity undertaken that will result in a significant lowering of water quality in an OSRW.

(b) To implement a water quality improvement project in the watershed of the affected OSRW, the following apply:

(1) A person proposing to implement a water quality improvement project in the watershed of the OSRW that will result in an overall improvement of the water quality of the OSRW shall submit information on the proposed water quality improvement project to the commissioner simultaneously with the submission of the antidegradation demonstration required under section 5 of this rule. The water quality improvement project information must include the following:

- (A) A detailed description of the project, including:
 - (i) the type and quantity of pollutants that will be reduced or eliminated as a result of the project; and
 - (ii) a project implementation timeline.
- (B) Sufficient information to clearly demonstrate that the project will result in an overall improvement in water quality in the OSRW.
- (C) Any data used to assess overall water quality improvement must be less than seven (7) years old

and specific to the OSRW.

(2) Upon receipt of the water quality improvement project information, the commissioner shall do the following:

(A) Provide notice and request comment according to 327 IAC 5-2-11.2(b).

(B) Hold a public meeting in accordance with 327 IAC 5-2-11.2(b)(3) on the water quality improvement project information concurrently with the public meeting held on the antidegradation demonstration.

(3) Once the commissioner determines that the information provided by the person submitting the proposed water quality improvement project is administratively complete, the commissioner shall make a determination as to whether the project, based on the information submitted by the applicant, will result in an overall improvement in water quality in the OSRW.

(4) The commissioner shall approve or deny a water quality improvement project considering the following factors:

(A) Whether the project can be successfully implemented.

(B) Whether the project will offset the lowering of water quality caused by new or increased loadings of regulated pollutants.

(c) A person proposing to fund a water quality improvement project in the watershed of the affected OSRW by payment of a fee into the OSRW improvement fund established under IC 13-18-3-14 prior to issuance of a permit, shall pay an amount that:

(1) shall not exceed five hundred thousand dollars (\$500,000); and

(2) is determined by the department based on the:

(A) type and quantity of increased pollutant loadings;

(B) estimated initial capital cost; and

(C) costs of operation and maintenance;

for the treatment system or other alternative that would be necessary to offset the proposed significant lowering of water quality caused by the increased pollutant loadings to the OSRW.

(d) The commissioner, prior to utilizing the funds in the OSRW improvement fund, shall solicit input from interested parties on the identification and selection of the water quality improvement projects to be funded with the funds in the OSRW improvement fund.

(e) The commissioner shall utilize the funds in the OSRW improvement fund to implement water quality improvement projects considering the following factors:

(1) Whether the project can be successfully implemented.

(2) Whether the project will offset the lowering of water quality caused by new or increased loadings of a regulated pollutant.

(3) Cost-effectiveness of the project.

(Water Pollution Control Division; 327 IAC 2-1.3-7; filed May 29, 2012, 3:19 p.m.: 20120627-IR-327080764FRA; errata filed Oct 17, 2012, 3:30 p.m.: 20121107-IR-327120574ACA)

Appendix D

IC 13-18-3-2 Designation of Outstanding State Resource Waters; Rules and Recommendations; NPDES General Permits and Antidegradation Review; Classification of Water

IC 13-18-3

Chapter 3. Powers and Duties Concerning Water Pollution Control

IC 13-18-3-1

Duties of board

Sec. 1. The board shall adopt rules for the control and prevention of pollution in waters of Indiana with any substance:

- (1) that is deleterious to:
 - (A) the public health; or
 - (B) the prosecution of any industry or lawful occupation; or
- (2) by which:
 - (A) any fish life or any beneficial animal or vegetable life may be destroyed; or
 - (B) the growth or propagation of fish life or beneficial animal or vegetable life is prevented or injuriously affected.

As added by P.L.1-1996, SEC.8. Amended by P.L.133-2012, SEC.125.

IC 13-18-3-2

Designation of outstanding state resource waters; rules and recommendations; NPDES general permits and antidegradation review; classification of waters

Sec. 2. (a) The board may adopt rules under IC 4-22-2 that are necessary to the implementation of:

- (1) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as in effect January 1, 1988; and
- (2) the federal Safe Drinking Water Act (42 U.S.C. 300f through 300j), as in effect January 1, 1988;

except as provided in IC 14-37.

(b) "Degradation" has the meaning set forth in IC 13-11-2-50.5.

(c) "Outstanding national resource water" has the meaning set forth in IC 13-11-2-149.5.

(d) "Outstanding state resource water" has the meaning set forth in IC 13-11-2-149.6.

(e) "Watershed" has the meaning set forth in IC 14-8-2-310.

(f) The board may designate a water body as an outstanding state resource water by rule if the board determines that the water body has a unique or special ecological, recreational, or aesthetic significance.

(g) Before the board may adopt a rule designating a water body as an outstanding state resource water, the board must consider the following:

- (1) Economic impact analyses, presented by any interested party, taking into account future population and economic development growth.
- (2) The biological criteria scores for the water body, using factors that consider fish communities, macro invertebrate communities, and chemical quality criteria using representative biological data from the water body under consideration.

(3) The level of current urban and agricultural development in the watershed.

(4) Whether the designation of the water body as an outstanding state resource water will have a significant adverse effect on future population, development, and economic growth in the watershed, if the water body is in a watershed that has more than three percent (3%) of its land in urban land uses or serves a municipality with a population greater than five thousand (5,000).

(5) Whether the designation of the water body as an outstanding state resource water is necessary to protect the unique or special ecological, recreational, or aesthetic significance of the water body.

(h) Before the board may adopt a rule designating a water body as an outstanding state resource water, the board must make available to the public a written summary of the information considered by the board under subsections (f) and (g), including the board's conclusions concerning that information.

(i) The commissioner shall present a summary of the comments received from the comment period and information that supports a water body designation as an outstanding state resource water to the interim study committee on environmental affairs established by IC 2-5-1.3-4 in an electronic format under IC 5-14-6 not later than one hundred twenty (120) days after the rule regarding the designation is finally adopted by the board.

(j) Notwithstanding any other provision of this section, the designation of an outstanding state resource water in effect on January 1, 2000, remains in effect.

(k) For a water body designated as an outstanding state resource water, the board shall provide by rule procedures that will:

- (1) prevent degradation; and
- (2) allow for increases and additions in pollutant loadings from an existing or new discharge if:
 - (A) there will be an overall improvement in water quality for the outstanding state resource water as described in this section; and
 - (B) the applicable requirements of 327 IAC 2-1-2(1) and 327 IAC 2-1-2(2) and 327 IAC 2-1.5-4(a) and 327 IAC 2-1.5-4(b) are met.

(l) The procedures provided by rule under subsection (k) must include the following:

- (1) A definition of significant lowering of water quality that includes a de minimis quantity of additional pollutant load:
 - (A) for which a new or increased permit limit is required; and
 - (B) below which antidegradation implementation procedures do not apply.
- (2) Provisions allowing the permittee to choose application of one (1) of the following for each activity undertaken by the

permittee that will result in a significant lowering of water quality in the outstanding state resource water:

(A) Implementation of a water quality project in the watershed of the outstanding state resource water that will result in an overall improvement of the water quality of the outstanding state resource water.

(B) Payment of a fee, not to exceed five hundred thousand dollars (\$500,000), based on the type and quantity of increased pollutant loadings, to the department for deposit in the outstanding state resource water improvement fund established under section 14 of this chapter for use as permitted under that section.

(3) Criteria for the submission and timely approval of projects described in subdivision (2)(A).

(4) A process for public input in the approval process.

(5) Use of water quality data that is less than seven (7) years old and specific to the outstanding state resource water.

(6) Criteria for using the watershed improvement fees to fund projects in the watershed that result in improvement in water quality in the outstanding state resource water.

(m) For a water body designated as an outstanding state resource water after June 30, 2000, the board shall provide by rule antidegradation implementation procedures before the water body is designated in accordance with this section.

(n) A water body may be designated as an outstanding national resource water only by the general assembly after recommendations for designation are made by the board and the interim study committee on environmental affairs established by IC 2-5-1.3-4.

(o) Before recommending the designation of an outstanding national resource water, the department shall provide for an adequate public notice and comment period regarding the designation. The commissioner shall present a summary of the comments and information received during the comment period and the department's recommendation concerning designation to the interim study committee on environmental affairs established by IC 2-5-1.3-4 in an electronic format under IC 5-14-6 not later than ninety (90) days after the end of the comment period. The committee shall consider the comments, information, and recommendation received from the department, and shall convey its recommendation concerning designation to the general assembly within six (6) months after receipt.

(p) This subsection applies to all surface waters of the state. The department shall complete an antidegradation review of all NPDES general permits. The department may modify the general permits for purposes of antidegradation compliance. After an antidegradation review of a permit is conducted under this subsection, activities covered by an NPDES general permit are not required to undergo an additional antidegradation review. An NPDES general permit may not be used to authorize a discharge into an outstanding national

resource water or an outstanding state resource water, except that a short term, temporary storm water discharge to an outstanding national resource water or to an outstanding state resource water may be permitted under an NPDES general permit if the commissioner determines that the discharge will not significantly lower the water quality downstream of the discharge.

(q) Subsection (r) applies to an application for:

(1) an NPDES permit subject to IC 13-15-4-1(a)(2)(B), IC 13-15-4-1(a)(3)(B), or IC 13-15-4-1(a)(4); or

(2) a modification or renewal of a permit referred to in one (1) of the sections referred to in subdivision (1) that proposes new or increased discharge that would result in a significant lowering of water quality as defined in subsection (l)(1).

(r) For purposes of an antidegradation review with respect to an application referred to in subsection (q), the applicant shall demonstrate at the time the application is submitted to the department, and the commissioner shall review:

(1) an analysis of alternatives to the proposed discharge; and

(2) subject to subsection (s), social or economic factors indicating the importance of the proposed discharge if alternatives to the proposed discharge are not practicable.

(s) Subject to subsection (t), the commissioner shall consider the following factors in determining whether a proposed discharge is necessary to accommodate important economic or social development in the area in which the waters are located under antidegradation standards and implementation procedures:

(1) Creation, expansion, or maintenance of employment.

(2) The unemployment rate.

(3) The median household income.

(4) The number of households below the poverty level.

(5) Community housing needs.

(6) Change in population.

(7) The impact on the community tax base.

(8) Provision of fire departments, schools, infrastructure, and other necessary public services.

(9) Correction of a public health, safety, or environmental problem.

(10) Production of goods and services that protect, enhance, or improve the overall quality of life and related research and development.

(11) The impact on the quality of life for residents in the area.

(12) The impact on the fishing, recreation, and tourism industries.

(13) The impact on threatened and endangered species.

(14) The impact on economic competitiveness.

(15) Demonstration by the permit applicant that the factors identified and reviewed under subdivisions (1) through (14) are necessary to accommodate important social or economic development despite the proposed significant lowering of water

quality.

(16) Inclusion by the applicant of additional factors that may enhance the social or economic importance associated with the proposed discharge, such as an approval that:

- (A) recognizes social or economic importance; and
- (B) is given to the applicant by:
 - (i) a legislative body; or
 - (ii) other government officials.

(17) Any other action or recommendation relevant to the antidegradation demonstration made by a:

- (A) state;
- (B) county;
- (C) township; or
- (D) municipality;

potentially affected by the proposed discharge.

(18) Any other action or recommendation relevant to the antidegradation demonstration received during the public participation process.

(19) Any other factors that the commissioner:

- (A) finds relevant; or
- (B) is required to consider under the Clean Water Act.

(t) In determining whether a proposed discharge is necessary to accommodate important economic or social development in the area in which the waters are located under antidegradation standards and implementation procedures, the commissioner:

- (1) must give substantial weight to any applicable determinations by governmental entities; and
- (2) may rely on consideration of any one (1) or a combination of the factors listed in subsection (s).

(u) Each exceptional use water (as defined in IC 13-11-2-72.5, before its repeal) designated by the board before June 1, 2009, becomes an outstanding state resource water on June 1, 2009, by operation of law.

(v) Beginning June 1, 2009, all waters of the state are classified in the following categories:

- (1) Outstanding national resource waters.
- (2) Outstanding state resource waters.
- (3) Waters of the state as described in 327 IAC 2-1-2(1), as in effect on January 1, 2009.
- (4) High quality waters as described in 327 IAC 2-1-2(2), as in effect on January 1, 2009.
- (5) Waters of the state as described in 327 IAC 2-1.5-4(a), as in effect on January 1, 2009.
- (6) High quality waters as described in 327 IAC 2-1.5-4(b), as in effect on January 1, 2009.

As added by P.L.1-1996, SEC.8. Amended by P.L.140-2000, SEC.17; P.L.1-2001, SEC.16; P.L.78-2009, SEC.15; P.L.81-2011, SEC.1; P.L.53-2014, SEC.124.

IC 13-18-3-2.1

Deadline for department to complete antidegradation review in certain circumstances; extension

Sec. 2.1. (a) If a discharge results from an activity for which:

- (1) an NPDES permit subject to IC 13-15-4-1(a)(2)(B), IC 13-15-4-1(a)(3)(B), or IC 13-15-4-1(a)(4); or
- (2) a modification or renewal of a permit referred to in one (1) of the sections referred to in subdivision (1) that proposes new or increased discharge that would result in a significant lowering of water quality as defined in IC 13-18-3-2(l)(1);

is sought, the deadline for the department to complete the antidegradation review under 40 CFR 131.12 and 40 CFR Part 132, Appendix E with respect to the discharge is the deadline for the commissioner to approve or deny the NPDES permit application under IC 13-15-4-1.

(b) The commissioner may extend for cause for not more than ninety (90) days the deadline under subsection (a) for the department to complete the antidegradation review.

As added by P.L.78-2009, SEC.16.

IC 13-18-3-2.3

Designated use change to CSO wet weather category; long term control plans

Sec. 2.3. (a) This subsection applies if a use attainability analysis is performed and approved to change the designated use of a water body receiving wet weather discharges from combined sewer overflows from the recreational use designation that applied to the waters immediately before the application to the waters of the CSO wet weather subcategory established in section 2.5 of this chapter to that subcategory. Upon implementation of the approved long term control plan, the plan fulfills the water quality goals of the state with respect to wet weather discharges that are a result of overflows from the combined sewer system addressed by the plan.

(b) A long term control plan must meet the requirements of:

- (1) Section 402(q) of the federal Clean Water Act (33 U.S.C. 1342(q)); and
- (2) 59 FR 18688.

(c) An approved long term control plan shall be incorporated into:

- (1) the NPDES permit holder's NPDES permit; or
- (2) an order of the commissioner under IC 13-14-2-6.

(d) If a use attainability analysis is performed, the department shall:

- (1) review a use attainability analysis submitted under this chapter concurrently with a long term control plan submitted under this chapter; and
- (2) use the approved long term control plan to satisfy the requirements of the use attainability analysis.

As added by P.L.140-2000, SEC.18. Amended by P.L.54-2005, SEC.2.

IC 13-18-3-2.4

Review of feasibility of implementing additional or new control alternatives to attain water quality standards

Sec. 2.4. An NPDES permit holder shall review the feasibility of implementing additional or new control alternatives to attain water quality standards. The NPDES permit holder shall conduct such a review periodically, but not less than every five (5) years after approval of the long term control plan by the department. The NPDES permit holder shall:

- (1) document to the department that the long term control plan has been reviewed;
- (2) update the long term control plan as necessary;
- (3) submit any amendments to the long term control plan to the department for approval; and
- (4) implement control alternatives determined to be cost effective and affordable.

Cost effectiveness may be determined, at the option of the NPDES permit holder, by using a knee of the curve analysis in accordance with section 402(q) of the federal Clean Water Act (33 U.S.C. 1342(q)) and 59 FR 18688.

As added by P.L.140-2000, SEC.19. Amended by P.L.1-2001, SEC.17; P.L.54-2005, SEC.3.

IC 13-18-3-2.5

CSO wet weather limited use subcategory established; application after approval of long term control plan; other requirements; EPA approval; monitoring and review; rules

Sec. 2.5. (a) A CSO wet weather limited use subcategory is established for waters affected by receiving combined sewer overflows, as specified in an approved long term control plan. The CSO wet weather limited use subcategory applies to a specific water body after implementation of an approved long term control plan for the combined sewer system whose overflow discharges affect those waters is implemented and the conditions of subsection (b) are satisfied. The following requirements apply to the CSO wet weather limited use subcategory:

- (1) The water quality based requirements associated with the CSO wet weather limited use subcategory that apply to waters affected by wet weather combined sewer overflows are determined by an approved long term control plan for the combined sewer system. The water quality based requirements remain in effect during the time and to the physical extent that the recreational use designation that applied to the waters immediately before the application to the waters of the CSO wet weather limited use subcategory is not attained, but for not more than four (4) days after the date the overflow discharge ends.
- (2) At all times other than those described in subdivision (1), the water quality criteria associated with the appropriate recreational use designation that applied to the waters

immediately before the application to the waters of the CSO wet weather limited use subcategory apply unless there is a change in the use designation as a result of a use attainability analysis.

(b) The CSO wet weather limited use subcategory applies if:

(1) the department has approved a long term control plan for the NPDES permit holder for the combined sewer system;

(2) the approved long term control plan:

(A) is incorporated into:

(i) the NPDES permit holder's NPDES permit; or

(ii) an order of the commissioner under IC 13-14-2-6;

(B) satisfies the requirements of section 2.3 of this chapter; and

(C) specifies the water quality based requirements that apply to combined sewer overflows during and immediately following wet weather events, as provided in subsection (a)(1);

(3) the NPDES permit holder has implemented the approved long term control plan; and

(4) subject to subsection (c), 40 CFR 131.10, 40 CFR 131.20, and 40 CFR 131.21 are satisfied.

(c) For purposes of subsection (b)(4), 40 CFR 131.10 may be satisfied by including appropriate data and information in the long term control plan.

(d) The department shall implement the CSO wet weather limited use subcategory and associated water quality based requirements under this section when the subcategory and requirements are approved by the United States Environmental Protection Agency. The department shall seek approval of the United States Environmental Protection Agency in a timely manner.

(e) The NPDES permit holder shall monitor its discharges and the water quality in the affected receiving stream periodically as provided in the long term control plan. The NPDES permit holder shall provide all such information to the department.

(f) In conjunction with a review of its long term control plan under section 2.4 of this chapter, the NPDES permit holder shall review information generated after the use attainability analysis was approved by the department to determine whether the conclusion of the use attainability analysis is still valid. The NPDES permit holder shall provide the results of the review to the department.

(g) The board shall adopt rules under IC 13-14-8 and IC 13-14-9 to implement this section before October 1, 2006.

As added by P.L.140-2000, SEC.20. Amended by P.L.54-2005, SEC.4.

IC 13-18-3-2.6

Permit schedules of compliance

Sec. 2.6. (a) Where appropriate, permits shall contain schedules of compliance requiring the permittee to take specific steps to achieve expeditious compliance with applicable standards, limitations, and

other requirements.

(b) The schedule of compliance shall require compliance as soon as reasonably possible, but may remain in effect as long as the National Pollutant Discharge Elimination System (NPDES) permit requirements are in effect.

(c) The department shall, at the request of the NPDES permit holder, incorporate in the permit a schedule of compliance for meeting the water quality based requirements associated with combined sewer overflows during the period of development, approval, and implementation of the long term control plan. The schedules of compliance:

- (1) may exceed time frames authorized under 327 IAC; and
- (2) may not exceed the period specified for implementation in an approved long term control plan.

(d) If the term of a schedule of compliance exceeds the term of an NPDES permit, the department shall continue to implement the schedule of compliance continuously before and during each successive permit term, to the maximum duration as provided in subsection (c). The permit shall specify that the schedule of compliance lasts beyond the term of the permit.

(e) Upon request of the permittee, the department shall modify NPDES permits containing water quality based requirements associated with combined sewer overflows to provide schedules of compliance as provided in subsection (c).

(f) The board shall adopt rules under IC 13-14-8 and IC 13-14-9 to implement this section before October 1, 2006.

As added by P.L.54-2005, SEC.5.

IC 13-18-3-3

Repealed

(As added by P.L.1-1996, SEC.8. Repealed by P.L.133-2012, SEC.126.)

IC 13-18-3-4

Orders; review by environmental law judge

Sec. 4. (a) The commissioner may enter into agreed orders as provided in IC 13-30-3-6.

(b) An environmental law judge under IC 4-21.5-7 shall review orders and determinations of the commissioner.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-5

Additional duties

Sec. 5. The board shall carry out other duties imposed by law.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-6

Enforcement

Sec. 6. The water pollution control laws may be enforced under

IC 13-30-3 or IC 13-14-2-6.
As added by P.L.1-1996, SEC.8.

IC 13-18-3-7

Orders to acquire, construct, repair, alter, or extend plants

Sec. 7. The commissioner may order any person to acquire, construct, repair, alter, or extend the plants that are necessary for the disposal or treatment of organic or inorganic matter that is:

- (1) causing;
- (2) contributing to; or
- (3) about to cause or contribute to;

a polluted condition of the waters of Indiana.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-8

Sealing of mines and wells

Sec. 8. The commissioner may require the sealing of mines, oil and gas wells, brine wells, or any other subterranean strata that are:

- (1) causing;
- (2) contributing to; or
- (3) about to cause or contribute to;

a polluted condition of the waters of Indiana.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-9

Entry upon property; purposes

Sec. 9. The department may, through any authorized agent, enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions relating to the pollution of any water of Indiana.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-10

Assistance from other state departments, agencies, or institutions

Sec. 10. The department may call upon:

- (1) any state officer, board, department, or other state institution; and
- (2) the officers or employees of an individual entity described in subdivision (1);

for any assistance necessary to carry out the water pollution control laws.

As added by P.L.1-1996, SEC.8. Amended by P.L.233-2015, SEC.25.

IC 13-18-3-11

Liberal construction

Sec. 11. Since the water pollution control laws are necessary for the public health, safety, and welfare, the water pollution control laws shall be liberally construed to effectuate the purposes of the water pollution control laws.

As added by P.L.1-1996, SEC.8.

IC 13-18-3-12

Adoption of rules waiving requirement of submission of plans

Sec. 12. The board shall adopt rules providing that whenever a person submits plans to a unit concerning the design or construction of:

- (1) a sanitary sewer or public water main, if:
 - (A) a professional engineer who is registered under IC 25-31 prepared the plans;
 - (B) the unit provided for review of the plans by a qualified engineer and subsequently approved the plans; and
 - (C) all other requirements specified in rules adopted by the board are met; or
- (2) a sanitary sewer extension for and within a subdivision, if:
 - (A) a qualified professional surveyor who is registered under IC 25-21.5 prepared the plans;
 - (B) the subdivision is being laid out or having been laid out by the professional surveyor subject to IC 25-21.5-7;
 - (C) the unit provided for review of the plans by a qualified engineer and subsequently approved the plans; and
 - (D) all other requirements specified in rules adopted by the board are met;

the plans are not required to be submitted to any state agency for a permit, permission, or review, unless required by federal law.

As added by P.L.104-1998, SEC.1. Amended by P.L.241-1999, SEC.1; P.L.133-2012, SEC.127; P.L.57-2013, SEC.10; P.L.113-2014, SEC.70.

IC 13-18-3-13

Violation of storm water runoff rules

Sec. 13. If a violation of 327 IAC 15-5 occurs, the department shall determine which person is responsible for committing the violation. In making this determination, the department shall, if appropriate, consider:

- (1) public records of ownership;
- (2) building permits issued by local units of government; or
- (3) other relevant information.

The department's determination to proceed against a person responsible for committing a violation must be based on the specific facts and circumstances related to a particular violation.

As added by P.L.161-1999, SEC.1.

IC 13-18-3-14

Fund; report

Sec. 14. (a) The outstanding state resource water improvement fund is established. All money collected under section 2 of this chapter and any money accruing to the fund are continuously appropriated to the fund to carry out the purposes of section 2 of this

chapter. Money in the fund at the end of a state fiscal year does not revert to the state general fund, unless the outstanding state resource water improvement fund is abolished.

(b) The outstanding state resource water improvement fund shall be administered as follows:

- (1) The fund may be used by the department of environmental management to fund projects that will lead to overall improvement to the water quality of the affected outstanding state resource water.
- (2) The treasurer of state may invest the money in the fund not currently needed to meet the obligations of the fund in the same manner as other public money may be invested.
- (3) Any interest received accrues to the fund.
- (4) The expenses of administering the fund shall be paid from the fund.

(c) The commissioner shall annually report to the interim study committee on environmental affairs established by IC 2-5-1.3-4 in an electronic format under IC 5-14-6:

- (1) plans for the use and implementation of the outstanding state resource water improvement fund; and
- (2) the balance in the fund.

As added by P.L.140-2000, SEC.21. Amended by P.L.78-2009, SEC.17; P.L.53-2014, SEC.125.

IC 13-18-3-15

Terms and conditions of NPDES general permits

Sec. 15. (a) Subject to subsection (c), the board shall amend 327 IAC 5 and 327 IAC 15 to eliminate:

- (1) the requirement that NPDES general permit terms and conditions be contained in a rule; and
- (2) the terms and conditions of each NPDES general permit that is:
 - (A) contained in that article; and
 - (B) in effect on the effective date of this section.

(b) The department may develop and issue NPDES general permits in accordance with 40 CFR 122.28.

(c) After 327 IAC 5 and 327 IAC 15 are amended under subsection (a), the terms and conditions of an NPDES general permit under that article as they existed before the amendment remain in effect and are binding on any person regulated under the NPDES general permit until the person submits a notice of intent to be covered by an NPDES general permit developed and issued under subsection (b).

(d) Any person regulated under an NPDES general permit on the effective date of the amendment required by subsection (a) must:

- (1) submit a notice of intent described in subsection (c) not later than ninety (90) days after the department makes the form of the notice of intent available to the person; or
- (2) apply for an NPDES individual permit under 327 IAC 5 to

maintain permit coverage required under the Clean Water Act.

(e) This section does not affect the authority of the board to adopt rules that authorize NPDES general permits.

As added by P.L.81-2011, SEC.2.

Appendix E

Updated Preliminary Effluent Limitations for the Proposed City of Crown 121st Street Wastewater Treatment Plant January 19, 2024



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian Rockensuess
Commissioner

January 19, 2024

VIA ELECTRONIC MAIL

Mr. Brady Dryer, Partner, Environmental Compliance Manager
Commonwealth Engineering, Inc.
7256 Company Drive
Indianapolis, Indiana 46237

Dear Mr. Dryer:

Re: Updated Preliminary Effluent Limitations for the
Proposed City of Crown Point 121st Street
Wastewater Treatment Plant
Lake County

This letter serves as an update to the Preliminary Effluent Limitation (PEL) letter sent on February 10, 2023 regarding a proposed new City of Crown Point 121st Street Wastewater Treatment Plant (WWTP). This would be a new southeast WWTP for the City. The City of Crown Point already has an existing treatment plant (IN0025763) with a discharge to Main Beaver Dam Ditch. As indicated in your original request, the average design flow of the new southeast WWTP would be 2.0 MGD, with a potential maximum capacity of 11.5 MGD pending future upgrades. The new plant would be a biomechanical treatment plant with ultraviolet light disinfection. The proposed discharge location will be to Niles Ditch near 121st Street (see attached map). The Q_{7,10} low-flow of the receiving stream on Niles Ditch is considered to be zero cfs.

Following the issuance of the aforementioned PEL letter, it was discovered the proposed new WWTP would be located within a subwatershed that is included in an existing Total Maximum Daily Load (TMDL) Study. The proposed plant is located in the Main Beaver Dam Ditch subwatershed, which is assigned a total phosphorus TMDL as part of the Deep River-Portage Burns TMDL Report. IDEM is required to ensure any new discharges located within a watershed that a TMDL Report has been developed for comply with the TMDL. Therefore, the PEL letter for the proposed City of Crown Point 121st Street WWTP is being updated to reflect the phosphorus limitations required to comply with the Deep River-Portage Burns TMDL Report.

This letter also serves as notification that supplemental information is required to fully evaluate the proposed discharge. Construction and NPDES permitting may not proceed until the supplemental information specified herein has been submitted to, and been preliminarily approved by, this Office.

Mr. Brady Dryer, Partner, Environmental Compliance Manager
Page 2 of 8

Preliminary effluent limitations are impacted by numeric and narrative water quality criteria as well as antidegradation requirements. Current Indiana Antidegradation Standards at 327 IAC 2-1.3-3 contain a provision for all surface waters of the State. The existing uses and the level of water quality necessary to protect existing uses shall be maintained and protected. The antidegradation rules for Indiana are found in 327 IAC 2-1.3.

Before approving a new discharge of treated wastewater, alternatives to the proposed discharge must be evaluated to satisfy antidegradation requirements. If this office makes a preliminary determination that the new discharge is necessary on the basis of economic or social factors, the effluent limitations contained herein (developed to minimize the potential lowering of water quality) may be utilized for construction and NPDES permitting. If this office determines the discharge is not necessary on the basis of economic or social factors, the proposed new discharge will not be allowed, and construction and NPDES permits will not be issued.

ANTIDEGRADATION DEMONSTRATION REQUIREMENTS FOR AMMONIA-NITROGEN

327 IAC 2-1.3-5(a) requires every antidegradation demonstration shall include the following basic information:

- (1) The regulated pollutants known or believed to be present in the wastewater and proposed to be discharged.
- (2) The estimated concentration and mass loading of all regulated pollutants proposed to be discharged.
- (3) The location of the proposed discharge and a map of the area of the proposed discharge that shows the receiving water or waters that would be affected by the new or increased loading, including the area downstream of the proposed discharge.

Every antidegradation demonstration shall include the following necessary information:

- (1) The availability, reliability, cost-effectiveness, and technical feasibility of the following:
 - (A) No degradation.
 - (B) Minimal degradation.
 - (C) Degradation mitigation techniques or alternatives.
- (2) An analysis of the effluent reduction benefits and water quality benefits associated with the degradation mitigation techniques or alternatives required to be assessed under subdivision (1)(C), including the following:
 - (A) A review of pollution prevention alternatives and techniques that includes the following:
 - (i) A listing of alternatives and techniques, including new and innovative technologies.
 - (ii) A description of how the alternatives and techniques available to the applicant would minimize or prevent the proposed significant lowering of water quality.

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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- (iii) The effluent concentrations attainable by employing the alternatives and techniques.
 - (iv) The costs associated with employing the alternatives and techniques.
 - (v) An identification of the pollution prevention alternatives and techniques selected to be employed and an explanation of why those selections were made.
- (B) An evaluation of the feasibility and costs of connecting to an existing POTW or privately owned treatment works, within the vicinity of the proposed new or increased loading, that:
 - (i) will effectively treat the proposed discharge; and
 - (ii) is willing to accept wastewater from other entities.
- (C) For POTWs, if the proposed significant lowering of water quality is a result of a proposed new or increased loading from one (1) or more indirect dischargers, the analysis shall also include the following:
 - (i) The requirements of clause (A) shall be completed for the indirect discharger or dischargers as well as for the POTW. The POTW may require the indirect dischargers to prepare this information.
 - (ii) If one (1) or more of the indirect dischargers proposes or does discharge to a combined sewer or sanitary sewer that is connected to a combined sewer, all combined sewer overflows (CSOs) between the point of discharge to the sewer and the POTW shall be identified.
- (3) The availability, cost-effectiveness, and technical feasibility of central or regional sewage collection and treatment facilities, including long-range plans for discharges outlined in:
 - (A) state or local water quality management planning documents; and
 - (B) applicable facility planning documents.
- (4) The availability, cost-effectiveness, and technical feasibility of discharging to another waterbody that:
 - (A) is not an OSRW; or
 - (B) has a higher assimilative capacity for the regulated pollutant.

327 IAC 2-1.3-5(g) requires the antidegradation demonstration include the following social and economic analysis information:(g) For each regulated pollutant in the proposed new or increased loading associated with activities in subsection (f), each antidegradation demonstration shall include the following social and economic analysis information:

- (1) The anticipated impact on aquatic life and wildlife, considering the following:
 - (A) Endangered or threatened species.
 - (B) Important commercial or recreational sport fish species.
 - (C) Other individual species.
 - (D) The overall aquatic community structure and function.
- (2) The anticipated impact on human health.
- (3) The degree to which water quality may be lowered in waters located within the following:
 - (A) National, state, or local parks.

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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- (B) Preserves or wildlife areas.
- (C) OSRWs or ONRWs.
- (4) The extent to which the resources or characteristics adversely impacted by the lowered water quality are unique or rare within the locality or state.
- (5) Where relevant, the anticipated impact on economic and social factors, including the following:
 - (A) Creation, expansion, or maintenance of employment.
 - (B) The unemployment rate.
 - (C) The median household income.
 - (D) The number of households below the poverty level.
 - (E) Community housing needs.
 - (F) Change in population.
 - (G) The impact on the community tax base.
 - (H) Provision of fire departments, schools, infrastructure, and other necessary public services.
 - (I) Correction of a public health, safety, or environmental problem.
 - (J) Production of goods and services that protect, enhance, or improve the overall quality of life and related research and development.
 - (K) The impact on the quality of life for residents in the area.
 - (L) The impact on the fishing, recreation, and tourism industries.
 - (M) The impact on endangered or threatened species.
 - (N) The impact on economic competitiveness.
 - (O) Demonstration by the applicant that the factors identified and reviewed under clauses (A) through (N) are necessary to accommodate important social or economic development despite the proposed significant lowering of water quality.
 - (P) Inclusion by the applicant of additional factors that may enhance the social or economic importance associated with the proposed discharge, such as an approval that recognizes social or economic importance and is given to the applicant by:
 - (i) a legislative body; or
 - (ii) other government officials.

In determining whether a proposed discharge is necessary to accommodate important economic or social development in the area in which the waters are located under antidegradation standards and implementation procedures, the commissioner will give substantial weight to any applicable determinations by governmental entities.

Once an antidegradation demonstration has been received by this Office and determined complete, the antidegradation demonstration will be public noticed for a thirty day period requesting comment in accordance with 327 IAC 5-2-11.2. If this office makes a tentative determination to approve the submitted antidegradation demonstration, then construction and NPDES permitting may proceed with the understanding that a final determination will not be made until public input on the tentative decision has been considered. This office will seek public input on the tentative decision during the public participation process for the issuance of the NPDES permit.

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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It should be noted that the public participation process and/or permit appeal process included in the rules for the issuance of NPDES permits could alter (and possibly make more stringent) the limits that are established in the final NPDES permit, or result in the denial of the request. Should the tentative decision be to deny the antidegradation demonstration, the tentative decision for denial will be public noticed for a thirty day period requesting comment in accordance with 327 IAC 5-2-11.2. The public process for an antidegradation demonstration can be found at 327 IAC 2-1.3-6.

Preliminary Effluent Limitations for Sanitary-Type Wastewater

Parameter	Summer		Winter		Units
	Monthly Average (or daily max for mercury**)	Weekly Average	Monthly Average (or daily max for mercury*)	Weekly Average	
CBOD5	10	15	10	15	mg/l
TSS	12	18	12	18	mg/l
Total Phosphorus*	0.6	----	0.6	----	mg/l
Total Nitrogen	Report	----	Report	----	mg/l
Mercury**	Report*	----	Report*	----	ng/l

Table 2

Parameter	Daily Minimum	Monthly Average	Daily Maximum	Units
pH	6.0	----	9.0	s.u
Dissolved Oxygen	6.0	----	----	mg/l
<i>E. coli</i> +	----	125	235	count/100mL

Table 3

Parameter	Summer		Winter		Units
	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	
Ammonia-N	1.1	2.6	1.6	3.7	mg/l

*The included total phosphorus limitations are required to comply with the TMDL developed for the Main Beaver Dam Ditch subwatershed as part of the Deep River-Portage Burns TMDL Report. The included limitation of 0.6 mg/l applies for a WWTP with an average design flow of 2.0 MGD and allows the requirements of the TMDL to be met at that capacity.

Note: Should the City of Crown Point wish to expand the WWTP in the future, more stringent total phosphorus limitations will be required. For example, the future potential

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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maximum capacity of the WWTP was stated to be 11.5 MGD; at this average design flow, a limitation of 0.31 mg/l would be required.

**In accordance with this Office's policy concerning mercury, all new major facilities are required to monitor for mercury for at least one permit cycle. Mercury shall be monitored six (6) times annually by grab sampling. If the facility's discharge shows reasonable potential to exceed (RPE) the water quality criterion for mercury upon the subsequent renewal, water quality based effluent limitations for mercury will be inserted into the permit. For informational purposes, the table below includes the effluent limitations for mercury that would be applicable to the proposed discharge, if the effluent data exhibit RPE:

Table 4

Pollutant	Monthly Average		Daily Maximum	
	(ng/l)	(lbs/day)	(ng/l)	(lbs/day)
Mercury	1.3	0.000013	3.2	0.000032

+The effluent limitations for *E. coli* are 125 colonies/100 ml as a monthly average calculated as a geometric mean and 235 colonies/100 ml as a daily maximum.

Ultraviolet light disinfection or disinfection by other non-halogen compounds is required as a consideration in antidegradation. Disinfection by chlorination or other halogen compounds will require the applicant to demonstrate that disinfection by ultraviolet light is either not technically feasible or that it is not affordable.

The effluent flow must be measured. The mass limits for CBOD₅, NH₃-N, and TSS are calculated by multiplying the average design flow (in MGD) by the concentration value and by 8.345. Summer effluent limits apply from May 1 through November 30 of each year. Winter effluent limits apply December 1 through April 30 of each year.

The water quality-based limits set forth in this letter are based on the Indiana water quality standards in effect at this time and may not be the final limits once the NPDES permit is issued. If the water quality standards are modified by the Water Pollution Control Board and new water quality standards become effective prior to the date the NPDES permit for your facility is actually issued, then the IDEM is required by law to issue the NPDES permit with limits based on the new standards.

If the preliminary effluent limitations specified above are not acceptable to the discharger, then alternate limitations may be pursued. To pursue alternate limitations, an assessment of alternative feasible treatment technologies comparing the expected effluent concentrations with the expected capital and maintenance costs for each alternative, and the corresponding expected new or increased loading above the level generated by the effluent limits specified above must be submitted for review. The assessment must also include an affordability analysis and justification for selecting the most cost-effective treatment plant design that is affordable. In no case will limitations be approved which will result in exceedances of State water quality standards.

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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In addition, Indiana Code 13-18-26 requires the permit applicant to certify that the following documents have been prepared and completed for new facilities and/or facility expansions with a design capacity above 0.10 MGD:

- A Life Cycle Cost-Benefit Analysis, as described in IC 13-18-26-3;
- A Capital Asset Management Plan, as described in IC 13-18-26-4; and
- A Cybersecurity Plan, as described in IC 13-18-26-5.

The certification of completion must be submitted to IDEM along with the permit application, and must be notarized. IDEM will not issue a permit to an applicant that is subject to IC 13-18-26 if the required certification is not included with the application packet, as required by IC 13-18-26-1(b).

The plans and analyses must be reviewed and revised (as necessary) at least once every five years. A new certification must be submitted to IDEM (with the NPDES renewal application) if any plan or analysis is revised during the five-year review.

If there are any questions regarding design requirements of the construction permit, please contact Ms. Missy Nunnery at 317/232-5579. The NPDES permit will not be issued until the construction permit is finalized.

If there are any questions regarding the antidegradation requirements or NPDES permit requirements, please feel free to contact Alyce Klein at aklein@idem.in.gov or 317/233-6728.

Sincerely,



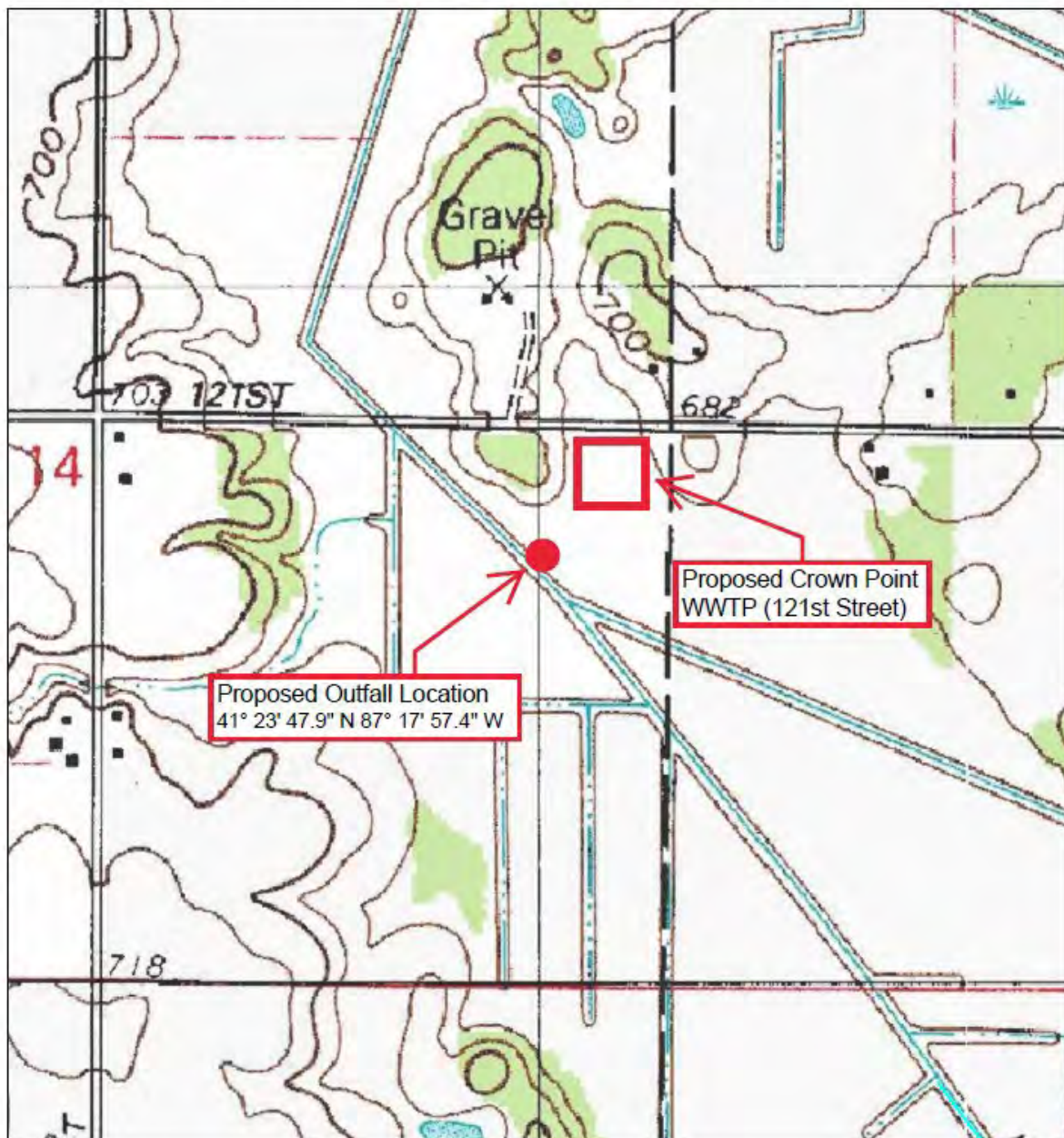
Leigh Voss, Chief
Municipal NPDES Permits Section
Office of Water Quality

Enclosures

CC: Terry Ciciora, Director of Public Works, Crown Point POTW

Mr. Brady Dryer, Partner, Environmental Compliance Manager
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Crown Point Proposed 121st Street WWTP



Appendix F

Rate Consultant's Report June 30, 2021

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Rate Consultant's Report

June 30, 2021



**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Rate Report

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June 30, 2021

The Honorable David D.F. Uran

City of Crown Point
101 N. East Street
Crown Point, IN 46307

VIA EMAIL: duan@crownpoin.in.gov

RE: CROWN POINT MUNICIPAL WASTEWATER UTILITY

Mayor Uran:

Pursuant to your request, we have made a study and analysis of the financial reports, budgets and other data pertaining to Crown Point Municipal Water Utility (the "Utility"). The results of our analysis are contained in the report attached hereto.

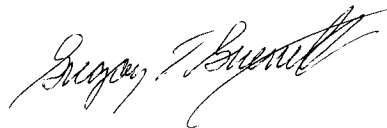
The purpose of our report is to estimate the Utility's cash flow and financial capacity to meet its ongoing revenue requirements for operation, maintenance and debt service. This Report is based on data for the Calendar Years 2012 through and including 2020. The Report assumes that net revenue of the Utility remains consistent with actual 2020 results.

In the course of preparing this Report, we have not conducted an audit of any financial data. We have made certain projections of revenue and expense, which may vary from actual results because of events and circumstances unknown to us as of the date of this Report.

We appreciate the opportunity to, again, work with you on the Utility. Should you have any questions, please do not hesitate to call.

Sincerely,

Financial Solutions Group, Inc.



Gregory T. Guerrettaz



2680 East Main Street
Suite 223
Plainfield, IN 46168
Phone: 317.837.4933

Email Addresses:

greg@fsgcorp.com

kristen@fsgcorp.com

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

**Statement of Cash & Investment Balance by Fund for the Years Ending
December 31, 2012 - 2020**

	Year Ending December 31, 2012	Adjustments	Adjusted Year Ending December 31, 2012	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,321,812		\$ 1,321,812	\$ 1,321,812
Operation & Maintenance Fund	600,000		600,000	920,570
Construction Fund	86,901		86,901	
Improvement Other Fund	2,536,357		2,536,357	
Bond & Interest Sinking (1)	606		606	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	681,006		681,006	132,167
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 5,227,834</u>	<u>\$ -</u>	<u>\$ 5,227,834</u>	

(1) Reflects 1/1/13 bond payments made by 12/31/12

	Year Ending December 31, 2013	Adjustments	Adjusted Year Ending December 31, 2013	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,379,198		\$ 1,379,198	\$ 1,379,198
Operation & Maintenance Fund	600,000		600,000	1,060,422
Construction Fund	85,333		85,333	
Improvement Other Fund	2,985,009		2,985,009	
Bond & Interest Sinking (1)	296		296	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	727,482		727,482	129,244
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 5,778,470</u>	<u>\$ -</u>	<u>\$ 5,778,470</u>	

Change in Cash

\$ 550,636

(1) Reflects 1/1/14 bond payments made by 12/31/13

	Year Ending December 31, 2014	Recommended Adjustments	Adjusted Year Ending December 31, 2014	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 806,843		\$ 806,843	\$ 806,843
Operation & Maintenance Fund	600,000		600,000	1,130,376
Construction Fund	85,333		85,333	
Improvement Other Fund	2,904,950		2,904,950	
Bond & Interest Sinking (1)	14,228		14,228	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	438,155		438,155	162,184
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 4,850,661</u>	<u>\$ -</u>	<u>\$ 4,850,661</u>	

Change in Cash

\$ (927,809)

(1) Reflects 1/1/15 bond payments made by 12/31/14

Minimum funding requirement for Cash Operating is calculated by taking the monthly average of the total Test Year operating expenses, multiplied by 3 months, to get a 3-month average operating expense.

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**
Crown Point, Indiana

**Statement of Cash & Investment Balance by Fund for the Years Ending
December 31, 2012 - 2020**
(Continued)

	Year Ending December 31, 2015	Recommended Adjustments	Adjusted Year Ending December 31, 2015	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 897,597		\$ 897,597	\$ 897,597
Operation & Maintenance Fund	950,000		950,000	1,431,446
Construction Fund	85,333		85,333	
Improvement Other Fund	2,397,530		2,397,530	
Bond & Interest Sinking (1)	14,259		14,259	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	506,755		506,755	117,037
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 4,852,627</u>	<u>\$ -</u>	<u>\$ 4,852,627</u>	
Change in Cash	<u>\$ 1,966</u>			

(1) Reflects 1/1/16 bond payments made by 12/31/15

	Year Ending December 31, 2016	Recommended Adjustments	Adjusted Year Ending December 31, 2016	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,079,548		\$ 1,079,548	\$ 1,079,548
Operation & Maintenance Fund	950,000		950,000	1,635,544
Construction Fund	85,333		85,333	
Improvement Other Fund	1,246,835		1,246,835	
Bond & Interest Sinking (1)	150,032		150,032	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	561,164		561,164	118,506
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 4,074,064</u>	<u>\$ -</u>	<u>\$ 4,074,064</u>	
Change in Cash	<u>\$ (778,563)</u>			

(1) Reflects 1/1/17 bond payments made by 12/31/16

	Year Ending December 31, 2017	Recommended Adjustments	Adjusted Year Ending December 31, 2017	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,149,288		\$ 1,149,288	\$ 1,149,288
Operation & Maintenance Fund	950,000		950,000	1,311,638
Construction Fund	85,433		85,433	
Improvement Other Fund	2,383,410		2,383,410	
Bond & Interest Sinking (1)	249,633		249,633	
Improv. Replacement Fund	352		352	
Storm Water O & M Fund	735,801		735,801	107,092
Petty Cash	800		800	
Total Cash & Investments	<u>\$ 5,554,717</u>	<u>\$ -</u>	<u>\$ 5,554,717</u>	
Change in Cash	<u>\$ 1,480,653</u>			

(1) Reflects 1/1/18 bond payments made by 12/31/17

Minimum funding requirement for Cash Operating is calculated by taking the monthly average of the total Test Year operating expenses, multiplied by 3 months, to get a 3-month average operating expense.

WASTEWATER UTILITY
Crown Point, Indiana
Crown Point, Indiana

Statement of Cash & Investment Balance by Fund for the Years Ending
December 31, 2012 - 2020
(Continued)

	Year Ending December 31, 2018	Recommended Adjustments	Adjusted Year Ending December 31, 2018	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,249,926		\$ 1,249,926	\$ 1,249,926
Operation & Maintenance Fund	1,169,283		1,169,283	1,292,883
Construction Fund	85,433		85,433	
Improvement Other Fund (Dep)	2,383,762		2,383,762	
Bond & Interest Sinking (1)	282,233		282,233	
Storm Water O & M Fund	624,875		624,875	159,940
Total Cash & Investments	<u>\$ 5,795,513</u>	<u>\$ -</u>	<u>\$ 5,795,513</u>	
Change in Cash	<u>\$ 240,796</u>			

(1) Reflects 1/1/19 bond payments made by 12/31/18

	Year Ending December 31, 2019	Recommended Adjustments	Adjusted Year Ending December 31, 2019	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,363,520		\$ 1,363,520	\$ 1,363,520
Operation & Maintenance Fund	1,299,342		1,299,342	1,565,532
Construction Fund	85,433		85,433	
Improvement Other Fund (Dep)	1,921,752		1,921,752	
Bond & Interest Sinking (1)	303,209		303,209	
Storm Water O & M Fund	677,064		677,064	141,204
Total Cash & Investments	<u>\$ 5,650,320</u>	<u>\$ -</u>	<u>\$ 5,650,320</u>	
Change in Cash	<u>\$ (145,193)</u>			

(1) Reflects 1/1/20 bond payments made by 12/31/19

	Year Ending December 31, 2020	Recommended Adjustments	Adjusted Year Ending December 31, 2020	Minimum Funding Requirement
<u>Cash & Investments</u>				
Debt Service Reserve	\$ 1,453,915		\$ 1,453,915	\$ 1,453,915
Operation & Maintenance Fund	1,533,246		1,533,246	1,547,823
Construction Fund	85,433		85,433	
Improvement Other Fund (Dep)	1,835,214		1,835,214	
Bond & Interest Sinking (1)	307,502		307,502	
Storm Water O & M Fund	693,394		693,394	168,520
Total Cash & Investments	<u>\$ 5,908,704</u>	<u>\$ -</u>	<u>\$ 5,908,704</u>	
Change in Cash	<u>\$ 258,385</u>			

(1) Reflects 1/1/21 bond payments made by 12/31/20

Minimum funding requirement for Cash Operating is calculated by taking the monthly average of the total Test Year operating expenses, multiplied by 3 months, to get a 3-month average operating expense.

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Statement of Income

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
<u>Operating Revenue</u>									
Residential	\$ 3,151,650	\$ 3,159,037	\$ 3,139,945	\$ 3,188,689	\$ 3,277,251	\$ 4,051,423	\$ 4,161,548	\$ 4,133,853	\$ 4,233,567
Commercial	672,867	685,019	595,236	718,864	765,785	889,982	903,156	1,060,376	1,005,093
Industrial	35,205	34,814	24,519	29,648	50,966	67,847	70,389	79,265	101,775
Public Authorities	718,282	655,397	696,518	581,989	844,057	944,268	1,016,510	1,212,797	1,143,628
Multiple Family Dwelling	500,122	494,045	494,119	496,012	500,625	621,766	661,381	662,323	670,098
Other Wastewater	1,391,978	1,403,168	1,662,886	1,956,774	1,755,412	1,739,852	1,788,563	1,800,972	2,028,863
Total Operating Revenue	\$ 6,470,104	\$ 6,431,480	\$ 6,613,223	\$ 6,971,975	\$ 7,194,096	\$ 8,315,138	\$ 8,601,547	\$ 8,949,585	\$ 9,183,024
<u>Operating Disbursements</u>									
Collection Operations	\$ 183,750	\$ 185,362	\$ 194,795	\$ 169,897	\$ 161,296	\$ 167,306	\$ 124,121	\$ 29,291	\$ 27,213
Collection Maintenance	89,987	111,757	106,649	102,358	116,356	115,168	119,522	102,894	150,946
Pumping Operations	332,707	387,034	465,141	445,937	429,139	480,432	338,901	491,920	506,417
Pumping Maintenance	37,961	100,273	17,460	93,767	76,322	47,137	119,058	239,631	88,522
AG - Contract Serv. - Eng.	4,976	40,119	148,520	105,836	578,499	(348,052)	276,812	13,275	-
Treatment and Disposal Operations	814,968	831,524	939,964	1,199,406	1,285,958	1,275,597	1,394,325	1,997,081	2,270,017
Treatment and Disposal Maintenance	257,512	255,000	205,311	331,866	351,491	319,871	379,665	440,945	437,841
Storm Water Operation & Maint.	793,001	775,465	973,104	702,222	711,038	642,553	959,640	847,224	1,011,119
Customer Accounts	258,473	270,014	304,115	366,613	398,336	431,563	392,352	384,971	379,761
Administrative & General	1,016,417	1,339,019	1,389,663	2,149,336	2,349,245	1,914,834	1,885,267	2,545,913	2,330,574
Depreciation	593,687	620,519	640,230	634,563	665,721	708,534	-	-	-
Payroll Tax	91,842	101,067	109,657	126,208	129,812	134,163	141,510	16,206	-
Total Operating Expense	\$ 4,475,281	\$ 5,017,153	\$ 5,494,609	\$ 6,428,007	\$ 7,253,213	\$ 5,889,106	\$ 6,131,173	\$ 7,109,351	\$ 7,202,410
Utility Operating Income (Loss)	\$ 1,994,823	\$ 1,414,327	\$ 1,118,614	\$ 543,968	\$ (59,117)	\$ 2,426,032	\$ 2,470,374	\$ 1,840,234	\$ 1,980,614
<u>Non-Operating Disbursements</u>									
Payment in Lieu of Tax	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
Total Expenses	\$ 4,560,281	\$ 5,102,153	\$ 5,579,609	\$ 6,513,007	\$ 7,338,213	\$ 5,974,106	\$ 6,216,173	\$ 7,194,351	\$ 7,287,410
<u>Other Income (Deductions)</u>									
Interest Income	\$ 2,358	\$ 219	\$ 945	\$ -	\$ 1,980	\$ 9,387	\$ -	\$ -	\$ -
Interest Expense/Debt Service	407,910	406,554	357,748	297,722	379,556	432,794	1,445,929	1,438,417	1,391,110
Improvement Fund Expenses							698,649	462,010	246,119
Amort. Bond Disc. & Exp.	5,093	5,093	5,093	5,093	5,093	5,114	-	-	-
Amort. Bond Issue Premium	1,510	1,510	1,510	1,510	1,510	1,510	-	-	-
Total Other Income (Deductions)	\$ (409,135)	\$ (409,918)	\$ (360,386)	\$ (301,305)	\$ (381,159)	\$ (427,011)	\$ (2,144,578)	\$ (1,900,427)	\$ (1,637,229)
Net Income (Loss)	\$ 1,500,688	\$ 919,409	\$ 673,228	\$ 157,663	\$ (525,276)	\$ 1,914,021	\$ 240,796	\$ (145,193)	\$ 258,385

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Detail of Revenue

Operating Revenue	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Residential	\$3,151,650	\$3,159,037	\$3,139,945	\$3,188,689	\$3,277,251	\$4,051,423	\$4,161,548	\$4,133,853	\$ 4,233,567
Commercial	672,867	685,019	595,236	718,864	765,785	889,982	903,156	1,060,376	1,005,093
Industrial	35,205	34,814	24,519	29,648	50,966	67,847	70,389	79,265	101,775
Public Authorities	718,282	655,397	696,518	581,989	844,057	944,268	1,016,510	1,212,797	1,143,628
Multiple Family	500,122	494,045	494,119	496,012	500,625	621,766	661,381	662,323	670,098
Other Rev. - Storm Water Fees	873,546	871,498	875,202	893,601	917,245	929,194	950,879	974,771	940,671
Other Rev. - Storm Water Pen.	13,585	12,249	13,645	13,484	14,146	14,517	14,704	14,180	7,973
Other Rev. - Tap Ins.	414,170	400,644	677,080	940,904	623,335	646,622	608,980	676,699	688,158
Other Rev. - SDC									
Other Rev. - Inspections	6,580	6,895	8,820	8,820	9,485	10,999	700	-	
Other Rev. - Materials	-	-	241	2,976	560	-	-	-	
Other Rev. - Miscellaneous	1,942	29,469	3,503	11,215	100,195	26,759	95,745	17,870	323,287
Other Rev. - Scrap Sales	-	-	-	-	-	-	-	-	
Other Rev. - Penalties	82,155	82,413	84,395	85,774	90,446	111,761	117,554	117,451	68,774
Total Operating Revenue	<u>\$6,470,104</u>	<u>\$6,431,480</u>	<u>\$6,613,223</u>	<u>\$6,971,975</u>	<u>\$7,194,096</u>	<u>\$8,315,138</u>	<u>\$8,601,547</u>	<u>\$8,949,585</u>	<u>\$ 9,183,024</u>

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Detail of Expense

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Operating Expenses									
Salaries & Wages	\$ 183,750	\$ 185,362	\$ 194,795	\$ 169,897	\$ 160,146	\$ 167,306	\$ 103,643	\$ 6,440	\$ -
Materials and Supplies	-	-	-	-	-	-	625	745	424
Contractual Services	-	-	-	-	-	-	285	-	-
Miscellaneous	-	-	-	-	1,150	-	19,568	22,107	26,789
Collection Operations	\$ 183,750	\$ 185,362	\$ 194,795	\$ 169,897	\$ 161,296	\$ 167,306	\$ 124,121	\$ 29,291	\$ 27,213
Chemicals	\$ 1,640	\$ 2,640	\$ 1,715	\$ 2,324	\$ 2,165	\$ 5,838	\$ -	\$ 1,573	\$ 4,896
Materials & Supplies	10,853	14,542	12,783	8,751	23,012	15,401	4,977	1,939	1,993
Contract Serv. - Other	9,500	18,335	9,500	9,500	9,500	9,500	20,845	11,181	16,191
Rental of Equipment	-	12	(6)	10,416	12,584	7,770	-	-	-
Transportation Expense	67,994	76,228	82,657	71,366	69,095	76,659	93,700	88,201	127,866
Collection Maintenance	\$ 89,987	\$ 111,757	\$ 106,649	\$ 102,358	\$ 116,356	\$ 115,168	\$ 119,522	\$ 102,894	\$ 150,946
Purchased Power	\$ 332,105	\$ 386,446	\$ 465,109	\$ 445,937	\$ 429,139	\$ 478,809	\$ 338,901	\$ 491,920	\$ 506,129
Fuel for Power Production	447	-	-	-	-	-	-	-	-
Materials & Supplies	155	588	32	-	-	1,623	-	-	288
Pumping Operations	\$ 332,707	\$ 387,034	\$ 465,141	\$ 445,937	\$ 429,139	\$ 480,432	\$ 338,901	\$ 491,920	\$ 506,417
Materials & Supplies	\$ 11,816	\$ 9,888	\$ 9,075	\$ 34,700	\$ 12,891	\$ 11,891	\$ 16,918	\$ 28,430	\$ 7,019
Lift Station Pumping	26,145	90,385	8,385	59,067	63,431	35,246	-	-	-
Contractual Svcs. - Other	-	-	-	-	-	-	102,140	211,201	81,503
Pumping Maintenance	\$ 37,961	\$ 100,273	\$ 17,460	\$ 93,767	\$ 76,322	\$ 47,137	\$ 119,058	\$ 239,631	\$ 88,522
AG - Contract Serv. - Eng.	\$ 4,976	\$ 40,119	\$ 148,520	\$ 105,836	\$ 578,499	\$ (348,052)	\$ 276,812	\$ 13,275	\$ -
Salaries & Wages	\$ 429,257	\$ 418,046	\$ 491,429	\$ 735,367	\$ 838,323	\$ 793,560	\$ 948,037	\$ 952,246	\$ 1,080,146
Overtime	-	-	-	-	-	-	-	29,581	37,310
PERF	-	-	-	-	-	-	-	96,688	125,128
Social Security	-	-	-	-	-	-	-	64,486	83,068
Investment Match	-	-	-	-	-	-	-	2,780	3,154
Part Time	-	-	-	-	-	-	-	9,315	1,731
Purchased Power	23,042	-	-	-	-	-	-	-	-
Fuel for Power Prod.	-	-	-	-	796	-	-	-	-
Chemicals	118,409	139,242	170,117	154,242	138,655	157,361	171,460	233,960	264,206
Materials & Supplies	18,683	25,470	25,334	28,569	25,259	31,512	39,026	48,270	33,378
Contract Serv. - Testing	-	10,299	8,828	3,119	-	14,770	-	-	625
Contract Serv. - Other	221,780	234,435	239,840	273,255	275,505	273,936	230,269	544,026	638,776
Miscellaneous	3,797	4,032	4,416	4,854	7,420	4,458	5,532	15,728	2,495
Treatment & Disposal Oper.	\$ 814,968	\$ 831,524	\$ 939,964	\$ 1,199,406	\$ 1,285,958	\$ 1,275,597	\$ 1,394,325	\$ 1,997,081	\$ 2,270,017
Sludge Removal	\$ 52,132	\$ 43,688	\$ 45,566	\$ 61,360	\$ 61,897	\$ 33,690	\$ 70,052	\$ 70,284	\$ 15,855
Materials & Supplies	138,719	161,492	113,183	182,926	206,932	165,896	237,121	187,250	212,948
Contract Serv. - Other	60,136	41,012	33,650	70,917	67,887	97,409	57,736	173,712	188,493
Rental of Equipment	91	376	1,133	404	741	1,115	638	1,105	897
Transportation Expense	6,434	8,432	11,779	16,259	14,034	21,761	14,118	8,595	19,648
Treatment and Disposal Maint.	\$ 257,512	\$ 255,000	\$ 205,311	\$ 331,866	\$ 351,491	\$ 319,871	\$ 379,665	\$ 440,945	\$ 437,841

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**
Crown Point, Indiana
Detail of Expense (Continued)

Operating Expenses	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Salaries & Wages	\$ 214,662	\$ 219,225	\$ 245,414	\$ 314,509	\$ 340,937	\$ 365,890	\$ 342,687	\$ 251,750	\$ 242,331
Overtime	-	-	-	-	-	-	-	5,573	6,843
PERF	-	-	-	-	-	-	-	24,118	27,849
Social Security	-	-	-	-	-	-	-	16,979	20,787
Investment Match	-	-	-	-	-	-	-	1,126	1,005
Part Time	-	-	-	-	-	-	-	17,663	36,110
Materials & Supplies	4,313	5,070	5,159	6,945	5,264	7,801	8,023	12,061	4,752
Contract Serv. - Other	39,498	45,719	53,542	45,158	52,135	57,872	41,642	55,702	40,084
Customer Accounts	\$ 258,473	\$ 270,014	\$ 304,115	\$ 366,613	\$ 398,336	\$ 431,563	\$ 392,352	\$ 384,971	\$ 379,761
Salaries & Wages	\$ 406,813	\$ 523,923	\$ 564,184	\$ 601,774	\$ 541,849	\$ 508,564	\$ 507,876	\$ 682,711	\$ 790,895
Overtime	-	-	-	-	-	-	-	10,663	14,856
Part Time	-	-	-	-	-	-	-	7,960	5,887
Social Security	-	-	-	-	-	-	-	47,885	59,808
Investment Match	-	-	-	-	-	-	-	1,904	2,094
Employee Pens. & Benefits	394,958	557,333	576,105	692,167	830,073	831,718	614,325	602,333	676,000
Employee Perf	-	-	-	-	-	-	-	187,465	82,897
Materials & Supplies	18,166	19,917	21,611	16,555	13,554	20,607	13,320	16,955	25,496
Contract Serv. - Accting.	240	4,463	1,768	840	37,588	16,178	12,778	37,180	13,356
Contract Serv. - Legal	88,108	67,308	60,363	61,341	104,340	98,998	100,565	101,840	77,296
Contract Serv. - Engineering	-	-	-	-	-	-	-	5,485	24,823
Contract Serv. - Other	27,580	88,000	62,960	355,050	133,562	15,907	167,656	467,143	335,507
Insurance - Other	-	-	-	-	530,378	243,024	289,814	243,644	50,716
Insurance - Gnrl. Liability	-	-	-	249,570	2,397	-	-	-	-
Insurance - Workmen's Comp.	57,755	57,787	66,247	68,903	57,243	82,248	74,311	48,351	84,702
Advertising	-	-	-	170	-	24	-	-	-
Lease Payment	18,900	18,667	20,508	94,234	91,731	94,697	93,812	80,486	71,984
Transportation	-	-	-	-	-	-	-	1,771	1,315
Miscellaneous	3,897	1,621	15,917	8,732	6,530	2,869	10,810	2,137	12,942
Administrative & General	\$ 1,016,417	\$ 1,339,019	\$ 1,389,663	\$ 2,149,336	\$ 2,349,245	\$ 1,914,834	\$ 1,885,267	\$ 2,545,913	\$ 2,330,574
Salaries & Wages	\$ 287,422	\$ 299,709	\$ 297,005	\$ 298,711	\$ 295,253	\$ 249,247	\$ 240,753	\$ 241,738	\$ 273,673
Overtime	7,536	6,855	13,741	11,529	5,973	6,889	7,904	4,203	5,937
PERF	-	-	-	-	-	-	-	21,573	25,730
Social Security	-	-	-	-	-	-	-	18,508	21,187
Investment Match	-	-	-	-	-	-	-	318	290
Purchased Power	10,775	22,747	1,786	3,827	4,437	4,871	34,376	11,581	9,387
Materials & Supplies	6,620	11,096	12,240	27,832	21,225	22,068	14,157	37,934	33,360
Contract Serv. - Engineering	-	17,147	-	4,765	3,980	13,116	372,125	75,458	465,817
Contract Serv. - Legal	69,543	32,659	35,008	38,993	34,584	38,395	35,383	43,483	42,556
Contract Serv. - Other	-	-	-	-	-	-	-	378,972	22,896
Professional Service	49,194	-	205,973	10,410	36,767	17,949	-	-	-
Clothing Allowance	2,848	1,005	2,226	4,860	-	1,776	3,920	1,288	-
Contract Serv. - Other	240,620	243,120	240,522	130,000	140,000	145,000	126,778	21	-
Printing and Advertising	-	-	-	-	-	-	-	-	-
Misc. Travel/School	3,116	1,558	7,754	4,093	-	12,547	234	898	-
Misc. Other Services	-	-	-	-	-	-	-	185	-
TV/Internet	288	-	-	-	-	-	-	-	-
Miscellaneous	569	552	20,456	304	-	253	2,455	(96,429)	2,794
Lease Payment	18,900	18,667	20,508	52,243	54,076	35,992	35,992	35,992	35,992
Garage & Motor	-	-	50	-	787	-	-	-	-
Employee Pens. & Benefits	95,570	120,350	115,835	114,656	113,956	94,450	85,563	71,500	71,500
Storm Water Operation & Maint.	\$ 793,001	\$ 775,465	\$ 973,104	\$ 702,222	\$ 711,038	\$ 642,553	\$ 959,640	\$ 847,224	\$ 1,011,119
Depreciation	\$ 593,687	\$ 620,519	\$ 640,230	\$ 634,563	\$ 665,721	\$ 708,534	\$ -	\$ -	\$ -
Payment in Lieu of Taxes	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
Payroll Tax	\$ 91,842	\$ 101,067	\$ 109,657	\$ 126,208	\$ 129,812	\$ 134,163	\$ 141,510	\$ 16,206	\$ -
Total Operating Expense	\$ 4,560,281	\$ 5,102,153	\$ 5,579,609	\$ 6,513,007	\$ 7,338,213	\$ 5,974,106	\$ 6,216,173	\$ 7,194,351	\$ 7,287,410

NOTE : Payroll taxes were included in salaries and wages beginning February 2019, and thereafter.

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Sewage Works Refunding Revenue Bonds of 2019 - Open Market

Final Debt Service Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
10/1/2019					
1/1/2020	\$ 55,000	2.02%	\$ 11,640	\$ 66,640	\$ 66,640
7/1/2020			22,725	22,725	
1/1/2021	200,000	2.02%	22,725	222,725	245,450
7/1/2021			20,705	20,705	
1/1/2022	210,000	2.02%	20,705	230,705	251,410
7/1/2022			18,584	18,584	
1/1/2023	210,000	2.02%	18,584	228,584	247,168
7/1/2023			16,463	16,463	
1/1/2024	210,000	2.02%	16,463	226,463	242,926
7/1/2024			14,342	14,342	
1/1/2025	220,000	2.02%	14,342	234,342	248,684
7/1/2025			12,120	12,120	
1/1/2026	230,000	2.02%	12,120	242,120	254,240
7/1/2026			9,797	9,797	
1/1/2027	230,000	2.02%	9,797	239,797	249,594
7/1/2027			7,474	7,474	
1/1/2028	240,000	2.02%	7,474	247,474	254,948
7/1/2028			5,050	5,050	
1/1/2029	250,000	2.02%	5,050	255,050	260,100
7/1/2029			2,525	2,525	
1/1/2030	250,000	2.02%	2,525	252,525	255,050
	<u>\$ 2,305,000</u>		<u>\$ 271,210</u>	<u>\$ 2,576,210</u>	<u>\$ 2,576,210</u>

NOTE: Callable on 1/1/27 @ par

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Sewage Works Revenue Bonds of 2011 - SRF

Final Debt Service Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
1/1/2018	\$ 80,000	3.746%	\$ 28,095	\$ 108,095	\$ 108,095
7/1/2018			26,597	26,597	
1/1/2019	80,000	3.746%	26,597	106,597	133,193
7/1/2019			25,098	25,098	
1/1/2020	90,000	3.746%	25,098	115,098	140,196
7/1/2020			23,413	23,413	
1/1/2021	100,000	3.746%	23,413	123,413	146,825
7/1/2021			21,540	21,540	
1/1/2022	100,000	3.746%	21,540	121,540	143,079
7/1/2022			19,667	19,667	
1/1/2023	100,000	3.746%	19,667	119,667	139,333
7/1/2023			17,794	17,794	
1/1/2024	110,000	3.746%	17,794	127,794	145,587
7/1/2024			15,733	15,733	
1/1/2025	110,000	3.746%	15,733	125,733	141,466
7/1/2025			13,673	13,673	
1/1/2026	110,000	3.746%	13,673	123,673	137,346
7/1/2026			11,613	11,613	
1/1/2027	120,000	3.746%	11,613	131,613	143,225
7/1/2027			9,365	9,365	
1/1/2028	120,000	3.746%	9,365	129,365	138,730
7/1/2028			7,117	7,117	
1/1/2029	120,000	3.746%	7,117	127,117	134,235
7/1/2029			4,870	4,870	
1/1/2030	130,000	3.746%	4,870	134,870	139,740
7/1/2030			2,435	2,435	
1/1/2031	130,000	3.746%	2,435	132,435	134,870
	<u>\$ 1,500,000</u>		<u>\$ 425,920</u>	<u>\$ 1,925,920</u>	<u>\$ 1,925,920</u>

NOTE: Callable on 7/1/21 at par

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Sewage Works Revenue Bonds of 2013 - SRF

Final Debt Service Schedule

Date	Principal	Interest Rate	Interest Amount	Semi-Annual Debt Service	Annual Debt Service
1/1/2018	\$ 75,000	1.57%	\$ 10,127	\$ 85,127	\$ 85,127
7/1/2018			9,538	9,538	
1/1/2019	75,000	1.57%	9,538	84,538	94,076
7/1/2019			8,949	8,949	
1/1/2020	80,000	1.57%	8,949	88,949	97,898
7/1/2020			8,321	8,321	
1/1/2021	80,000	1.57%	8,321	88,321	96,642
7/1/2021			7,693	7,693	
1/1/2022	80,000	1.57%	7,693	87,693	95,386
7/1/2022			7,065	7,065	
1/1/2023	85,000	1.57%	7,065	92,065	99,130
7/1/2023			6,398	6,398	
1/1/2024	85,000	1.57%	6,398	91,398	97,796
7/1/2024			5,731	5,731	
1/1/2025	85,000	1.57%	5,731	90,731	96,461
7/1/2025			5,063	5,063	
1/1/2026	90,000	1.57%	5,063	95,063	100,127
7/1/2026			4,357	4,357	
1/1/2027	90,000	1.57%	4,357	94,357	98,714
7/1/2027			3,650	3,650	
1/1/2028	90,000	1.57%	3,650	93,650	97,301
7/1/2028			2,944	2,944	
1/1/2029	90,000	1.57%	2,944	92,944	95,888
7/1/2029			2,237	2,237	
1/1/2030	95,000	1.57%	2,237	97,237	99,475
7/1/2030			1,492	1,492	
1/1/2031	95,000	1.57%	1,492	96,492	97,983
7/1/2031			746	746	
1/1/2032	95,000	1.57%	746	95,746	96,492
	<u>\$ 1,290,000</u>		<u>\$ 158,492</u>	<u>\$ 1,448,492</u>	<u>\$ 1,448,492</u>

NOTE: Callable on 7/1/23 at par

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**
Crown Point, Indiana

Sewage Works Revenue Bonds of 2015 - SRF

Final Debt Service Schedule

Date	Principal	Interest Rate	Interest Amount	Semi-Annual Debt Service	Annual Debt Service
1/1/2018	\$ 210,000	2.00%	\$ 45,400	\$ 255,400	\$ 255,400
7/1/2018			43,300	43,300	
1/1/2019	215,000	2.00%	43,300	258,300	301,600
7/1/2019			41,150	41,150	
1/1/2020	220,000	2.00%	41,150	261,150	302,300
7/1/2020			38,950	38,950	
1/1/2021	225,000	2.00%	38,950	263,950	302,900
7/1/2021			36,700	36,700	
1/1/2022	230,000	2.00%	36,700	266,700	303,400
7/1/2022			34,400	34,400	
1/1/2023	235,000	2.00%	34,400	269,400	303,800
7/1/2023			32,050	32,050	
1/1/2024	240,000	2.00%	32,050	272,050	304,100
7/1/2024			29,650	29,650	
1/1/2025	240,000	2.00%	29,650	269,650	299,300
7/1/2025			27,250	27,250	
1/1/2026	250,000	2.00%	27,250	277,250	304,500
7/1/2026			24,750	24,750	
1/1/2027	255,000	2.00%	24,750	279,750	304,500
7/1/2027			22,200	22,200	
1/1/2028	260,000	2.00%	22,200	282,200	304,400
7/1/2028			19,600	19,600	
1/1/2029	265,000	2.00%	19,600	284,600	304,200
7/1/2029			16,950	16,950	
1/1/2030	270,000	2.00%	16,950	286,950	303,900
7/1/2030			14,250	14,250	
1/1/2031	275,000	2.00%	14,250	289,250	303,500
7/1/2031			11,500	11,500	
1/1/2032	280,000	2.00%	11,500	291,500	303,000
7/1/2032			8,700	8,700	
1/1/2033	285,000	2.00%	8,700	293,700	302,400
7/1/2033			5,850	5,850	
1/1/2034	290,000	2.00%	5,850	295,850	301,700
7/1/2034			2,950	2,950	
1/1/2035	295,000	2.00%	2,950	297,950	300,900
	<u>\$ 4,540,000</u>		<u>\$ 865,800</u>	<u>\$ 5,405,800</u>	<u>\$ 5,405,800</u>

NOTE: Callable 7/1/25 @ par

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Sewage Works Refunding Revenue Bonds of 2016

Final Debt Service Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
1/1/2018	\$ 230,000	1.75%	\$ 20,738	\$ 250,738	\$ 250,738
7/1/2018			18,725	18,725	
1/1/2019	230,000	1.75%	18,725	248,725	267,450
7/1/2019			16,713	16,713	
1/1/2020	230,000	1.75%	16,713	246,713	263,425
7/1/2020			14,700	14,700	
1/1/2021	230,000	1.75%	14,700	244,700	259,400
7/1/2021			12,688	12,688	
1/1/2022	230,000	1.75%	12,688	242,688	255,375
7/1/2022			10,675	10,675	
1/1/2023	230,000	1.75%	10,675	240,675	251,350
7/1/2023			8,663	8,663	
1/1/2024	240,000	1.75%	8,663	248,663	257,325
7/1/2024			6,563	6,563	
1/1/2025	250,000	1.75%	6,563	256,563	263,125
7/1/2025			4,375	4,375	
1/1/2026	250,000	1.75%	4,375	254,375	258,750
7/1/2026			2,188	2,188	
1/1/2027	250,000	1.75%	2,188	252,188	254,375
	<u>\$ 2,370,000</u>		<u>\$ 211,313</u>	<u>\$ 2,581,313</u>	<u>\$ 2,581,313</u>

NOTE: These Bonds are not callable.

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Sewage Works Revenue Bonds of 2017 - SRF

Debt Service Schedule

Date	Principal	Interest Rate	Interest Amount	Semi-Annual Debt Service	Annual Debt Service
1/1/2018	\$ 240,000	2.00%	\$ 69,000	\$ 309,000	\$ 309,000
7/1/2018			66,600	66,600	
1/1/2019	270,000	2.00%	66,600	336,600	403,200
7/1/2019			63,900	63,900	
1/1/2020	280,000	2.00%	63,900	343,900	407,800
7/1/2020			61,100	61,100	
1/1/2021	290,000	2.00%	61,100	351,100	412,200
7/1/2021			58,200	58,200	
1/1/2022	300,000	2.00%	58,200	358,200	416,400
7/1/2022			55,200	55,200	
1/1/2023	310,000	2.00%	55,200	365,200	420,400
7/1/2023			52,100	52,100	
1/1/2024	320,000	2.00%	52,100	372,100	424,200
7/1/2024			48,900	48,900	
1/1/2025	330,000	2.00%	48,900	378,900	427,800
7/1/2025			45,600	45,600	
1/1/2026	330,000	2.00%	45,600	375,600	421,200
7/1/2026			42,300	42,300	
1/1/2027	340,000	2.00%	42,300	382,300	424,600
7/1/2027			38,900	38,900	
1/1/2028	350,000	2.00%	38,900	388,900	427,800
7/1/2028			35,400	35,400	
1/1/2029	360,000	2.00%	35,400	395,400	430,800
7/1/2029			31,800	31,800	
1/1/2030	370,000	2.00%	31,800	401,800	433,600
7/1/2030			28,100	28,100	
1/1/2031	380,000	2.00%	28,100	408,100	436,200
7/1/2031			24,300	24,300	
1/1/2032	380,000	2.00%	24,300	404,300	428,600
7/1/2032			20,500	20,500	
1/1/2033	390,000	2.00%	20,500	410,500	431,000
7/1/2033			16,600	16,600	
1/1/2034	400,000	2.00%	16,600	416,600	433,200
7/1/2034			12,600	12,600	
1/1/2035	410,000	2.00%	12,600	422,600	435,200
7/1/2035			8,500	8,500	
1/1/2036	420,000	2.00%	8,500	428,500	437,000
7/1/2036			4,300	4,300	
1/1/2037	430,000	2.00%	4,300	434,300	438,600
	<u>\$ 6,900,000</u>		<u>\$ 1,498,800</u>	<u>\$ 8,398,800</u>	<u>\$ 8,398,800</u>

NOTE: Callable on 7/1/27 @ par

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Combined Debt Service Schedule - All Current Bonds

Date	2017 Bonds	2015 Bonds	2016 Bonds	2019 Bonds	2011 Bonds	2013 Bonds	2014 Lease Payment	Combined Debt Service	Combined Annual Debt Service
1/1/2019									
7/1/2019	\$ 63,900	\$ 41,150	\$ 16,713	\$ 45,805	\$ 25,098	\$ 8,949	\$ 54,876	\$ 256,491	
1/1/2020	343,900	261,150	246,713	66,640	115,098	88,949	59,476	1,181,926	\$ 1,438,417
7/1/2020	61,100	38,950	14,700	22,725	23,413	8,321	58,801	228,010	
1/1/2021	351,100	263,950	244,700	222,725	123,413	88,321	58,126	1,352,335	1,580,344
7/1/2021	58,200	36,700	12,688	20,705	21,540	7,693	52,451	209,976	
1/1/2022	358,200	266,700	242,688	230,705	121,540	87,693	61,851	1,369,376	1,579,352
7/1/2022	55,200	34,400	10,675	18,584	19,667	7,065	56,101	201,692	
1/1/2023	365,200	269,400	240,675	228,584	119,667	92,065	60,426	1,376,017	1,577,708
7/1/2023	52,100	32,050	8,663	16,463	17,794	6,398	54,676	188,143	
1/1/2024	372,100	272,050	248,663	226,463	127,794	91,398	59,001	1,397,468	1,585,611
7/1/2024	48,900	29,650	6,563	14,342	15,733	5,731	58,251	179,169	
1/1/2025	378,900	269,650	256,563	234,342	125,733	90,731	57,501	1,413,419	1,592,589
7/1/2025	45,600	27,250	4,375	12,120	13,673	5,063	56,751	164,832	
1/1/2026	375,600	277,250	254,375	242,120	123,673	95,063	61,001	1,429,082	1,593,915
7/1/2026	42,300	24,750	2,188	9,797	11,613	4,357	60,176	155,180	
1/1/2027	382,300	279,750	252,188	239,797	131,613	94,357	59,351	1,439,355	1,594,535
7/1/2027	38,900	22,200		7,474	9,365	3,650	58,526	140,115	
1/1/2028	388,900	282,200		247,474	129,365	93,650	62,701	1,204,291	1,344,406
7/1/2028	35,400	19,600		5,050	7,117	2,944	61,801	131,912	
1/1/2029	395,400	284,600		255,050	127,117	92,944	60,901	1,216,012	1,347,925
7/1/2029	31,800	16,950		2,525	4,870	2,237		58,382	
1/1/2030	401,800	286,950		252,525	134,870	97,237		1,173,382	1,231,764
7/1/2030	28,100	14,250			2,435	1,492		46,276	
1/1/2031	408,100	289,250			132,435	96,492		926,276	972,553
7/1/2031	24,300	11,500				746		36,546	
1/1/2032	404,300	291,500				95,746		791,546	828,092
7/1/2032	20,500	8,700						29,200	
1/1/2033	410,500	293,700						704,200	733,400
7/1/2033	16,600	5,850						22,450	
1/1/2034	416,600	295,850						712,450	734,900
7/1/2034	12,600	2,950						15,550	
1/1/2035	422,600	297,950						720,550	736,100
7/1/2035	8,500	-						8,500	
1/1/2036	428,500	-						428,500	437,000
7/1/2036	4,300	-						4,300	
1/1/2037	434,300	-						434,300	438,600
	<u>\$ 7,686,600</u>	<u>\$ 4,848,800</u>	<u>\$ 2,063,125</u>	<u>\$ 2,622,015</u>	<u>\$ 1,684,632</u>	<u>\$ 1,269,290</u>	<u>\$ 1,172,748</u>	<u>\$ 21,347,210</u>	<u>\$ 21,347,210</u>

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Schedule of Present Rates and Charges

<u>Monthly Metered Rates - per 1,000 Gallons</u>	<u>Current Rates</u>
Metered Water Usage, per Month	
Operation, Maintenance & Replacement	\$ 4.71
Local Capital	<u>3.20</u>
Total	<u><u>\$ 7.91</u></u>

Minimum Monthly Charges (3,000 Gallons)

5/8 Inch	\$ 23.73
3/4 Inch	34.18
1 Inch	60.71
1-1/2 Inch	136.61
2 Inch	242.89
3 Inch	546.48
4 Inch	971.50
6 Inch	2,185.88

NOTE: Current rates were approved on February 27, 2017 by ordinance #2017-01-01

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Example Customer Bill

Usage	Current Monthly Charge
1,000	\$ 23.73
2,000	23.73
3,000	23.73
4,000	31.64
5,000	39.55
6,000	47.46
7,000	55.37
8,000	63.28
9,000	71.19
10,000	79.10

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**

Crown Point, Indiana

Statement of Coverage

	2020
Total Operating Revenue	<u>\$ 9,183,024</u>
Total Operating Expense	\$ 7,202,410
Less Lease Payments (Recategorized as debt and shown below)	(107,976)
Total Operating Expense	<u>\$ 7,094,434</u>
Net Operating Revenue	<u>\$ 2,088,590</u>
Maximum Combined Debt Service	<u>\$ 1,594,535</u>
Coverage - Amount	<u><u>\$ 494,055</u></u>
Coverage - Times	<u><u>1.31</u></u>

Appendix G

Residential EDU Calculations

September - December 2020 Water Usage				
Customer Base		Connections	Total Consumption	Average
Domestic	Residential	11,575	206,477,823	17,838.26
	Apartments	310	14,558,200	46,961.94
	Modular	81	1,632,800	20,158.02
	Total Domestic	11,966	222,668,823	18,608.46
Commercial (Non-Residential)	Commercial	909	39,943,427	43,942.16
	Public	73	34,079,900	466,847.95
	Multi Units	919	10,177,512	11,074.55
	Water Heater	6	113,500	18,916.67
	Total Commercial	1,907	84,313,339	44,212.55
Industrial	Industrial	51	3,497,100	68,570.59
	Total Industrial	51	3,497,100	68,570.59
Flat Rate	Outside of City	53	N/A	N/A
	Within City	8	N/A	N/A
	Total Flat Rate	61	N/A	N/A
Total Customers		13,985	310,479,262	22,200.88

Annual Water Usage - 2020		
Annual Water Consumption	Average Annual Water Usage Per Connection	EDU
619,433,469	53,514.77	11,575
43,674,600	140,885.81	816
4,898,400	60,474.07	35
668,006,469	55,825.38	12,426
119,830,281	131,826.49	1,982
102,239,700	1,400,543.84	776
30,532,536	33,223.65	22
340,500	56,750.00	10
252,943,017	132,639.23	2,789
10,491,300	205,711.76	185
10,491,300	205,711.76	185
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	61
931,440,786	66,602.84	15,461

Appendix H

Rate Consultant's Final Official Statement October 28, 2021

In the opinion of Ice Miller LLP, Indianapolis, Indiana ("Bond Counsel") under federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), for federal income tax purposes and is not a specific preference item for purposes of the federal individual alternative minimum tax. Such exclusion is conditioned on continuing compliance with the Tax Covenants (as hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. The Bonds have not been designated qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code. See "TAX MATTERS" herein.

FINAL OFFICIAL STATEMENT DATED OCTOBER 28, 2021

\$3,750,000

CITY OF CROWN POINT, INDIANA General Obligation Bonds of 2021

Dated: Date of Delivery (Expected November 16, 2021)

Due: January 15 and July 15, as shown below

The City of Crown Point, Indiana (the "City") is issuing the \$3,750,000 General Obligation Bonds of 2021 (the "Bonds") under the provisions of Indiana Code 36-4-6-19 (the "Act") for the purpose of providing funds for the costs of various capital improvements and acquisition of capital purchases as described in the Ordinance, as well as paying the costs of issuing the Bonds. The Bonds will be issued in the form and according to the terms as hereinafter provided.

The Bonds are being issued pursuant to Ordinance No. 2021-09-21 (the "Ordinance"), adopted by the Common Council of the City on September 27, 2021. The Bonds shall be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof, and shall be numbered consecutively from 1 upward. Interest on the Bonds is payable, semi-annually on January 15 and July 15, commencing July 15, 2022. Interest on the Bonds shall be payable by check, mailed by first class mail one business day prior to the interest payment date, to the registered owner as of the first day of the month immediately preceding an interest payment date (the "Record Date"), to the address as it appears on the registration books kept by the Registrar (the "Registrar"), or at such other address as is provided to the Paying Agent (the "Paying Agent"), in writing, by such registered owner, or if the Bonds are registered in the name of the nominee of The Depository Trust Company ("DTC") or another clearing agency, payments will be made by the Paying Agent, by wire transfer, to DTC. Principal of the Bonds shall be payable, as set forth below, at the principal corporate trust office of Old National Wealth Management, located in Evansville, Indiana, as Paying Agent (See "DESCRIPTION OF THE BONDS" herein).

Maturity Date	Principal Amount	Interest Rate	Yield	Cusip	Maturity Date	Principal Amount	Interest Rate	Yield	Cusip
7/15/22	\$ 90,000	2.00%	.25%	228471CP1	1/15/27	\$ 120,000	2.00%	.95%	228471CY2
1/15/23	90,000	2.00	.30	228471CQ9	7/15/27	120,000	2.00	1.05	228471CZ9
7/15/23	100,000	2.00	.35	228471CR7	1/15/28	120,000	2.00	1.15	228471DA3
1/15/24	100,000	2.00	.40	228471CS5	7/15/28	120,000	2.00	1.25	228471DB1
7/15/24	100,000	2.00	.45	228471CT3	1/15/29	120,000	2.00	1.35	228471DC9
1/15/25	100,000	2.00	.55	228471CU0	7/15/29*	120,000	2.00	1.45	228471DD7
7/15/25	110,000	2.00	.60	228471CV8	1/15/30*	130,000	2.00	1.55	228471DE5
1/15/26	110,000	2.00	.75	228471CW6	7/15/30*	130,000	2.00	1.60	228471DF2
7/15/26	120,000	2.00	.85	228471CX4	1/15/31*	130,000	2.00	1.65	228471DG0
					7/15/31*	130,000	2.00	1.70	228471DH8

\$550,000 2.0000% Term Bond Due 7/15/2033 - Yield: 2.0000% CUSIP: 228471DM7, Price @ 100.00%
 \$290,000 2.0000% Term Bond Due 7/15/2034 - Yield: 2.0500% CUSIP: 228471DP0, Price @ 99.443%
 \$300,000 2.0000% Term Bond Due 7/15/2035 - Yield: 2.1000% CUSIP: 228471DR6, Price @ 98.816%
 \$450,000 2.125% Term Bond Due 1/15/2037 - Yield: 2.2000% CUSIP: 228471DU9, Price @ 99.036%

*Priced to the 1/15/2029 @ 100.00% Call

The Bonds are subject to optional redemption prior to maturity and mandatory sinking fund redemption (See "DESCRIPTION OF THE BONDS - Redemption of the Bonds" herein).

THE BONDS CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA AND ARE PAYABLE AS TO PRINCIPAL AND INTEREST FROM AN AD VALOREM PROPERTY TAX LEVIED ON ALL TAXABLE PROPERTY IN THE CITY (SEE "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" HEREIN).

Legal Opinion

The Bonds are offered when, as and if issued, subject to prior sale, to the withdrawal or modification of the offer without notice, and to the receipt of unqualified approval as to the legality of the Bonds by Ice Miller LLP, Bond Counsel. Certain legal matters will be passed upon by David H. Nicholls, Esq., as counsel to the City.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Baird

The information contained in this Official Statement, which includes the Cover Page, Summary Statement, the Notice of Intent to Sell Bonds, and the Appendices, has been obtained from the City of Crown Point, Indiana (the "City") and other sources which are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information. This Official Statement is submitted in connection with the sale of securities, as referred to herein, and may not be reproduced or be used, in whole or in part, for any other purpose.

This Official Statement speaks only as of its date. The information, estimates and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the Bonds shall, under any circumstances, create any implication that there has been no material change in the affairs of the City since the date of this Official Statement.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations other than as contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representations must not be relied upon.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds to any person in a jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Upon issuance, the Bonds will not be registered by the City under the Securities Act of 1933, as amended, or any State securities law and will not be listed on any stock or securities exchange. The City has not applied to the Securities Exchange Commission or any other federal or State authority for review of the adequacy of disclosures made in this Official Statement.

CITY OF CROWN POINT, INDIANA

Mayor

The Honorable David D.F. Uran

City Council

Mr. Scott Evorik, *President, At Large*

Mr. Chad Jeffries, *District 1*

Ms. Dawn Stokes, *District 2*

Mr. Andrew Kyres, *District 3*

Ms. Laura Sauerman, *District 4*

Ms. Carol Drasga, *District 5*

Mr. Zack Bryan, *At Large*

Clerk-Treasurer

Mr. David Benson

City Attorney

Mr. David H. Nicholls, Esq.

Crown Point, Indiana

Municipal Advisor

Financial Solutions Group, Inc. (dba FSG Corp.)

Plainfield, Indiana

Bond Counsel

Ice Miller LLP

Indianapolis, Indiana

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CITY OF CROWN POINT, INDIANA

\$3,750,000 General Obligation Bonds of 2021

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CITY OF CROWN POINT, INDIANA

\$3,750,000
General Obligation Bonds of 2021

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SUMMARY STATEMENT
CITY OF CROWN POINT, INDIANA
\$3,750,000
General Obligation Bonds of 2021

(This Summary Statement is not intended to be complete and is qualified by the information contained in the entire Official Statement. A PROSPECTIVE PURCHASER SHOULD READ THE COMPLETE OFFICIAL STATEMENT, INCLUDING THE APPENDICES.)

Issuer	City of Crown Point, Indiana (the "City")
Securities Offered	\$3,750,000 General Obligation Bonds of 2021 (the "Bonds")
Bonds Presently Outstanding	See APPENDIX B for a listing of all outstanding obligations of the City.
Security	The Bonds are secured by, and payable as to principal and interest from, ad valorem property taxes assessed on all taxable property in the City. The City is required by law, annually, to levy and appropriate funds sufficient to pay debt service on the Bonds (See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein).
Closing Date	The City will deliver the Bonds on or about November 16, 2021.
Interest Payment Dates	Interest is payable, semi-annually, on January 15, and July 15 commencing July 15, 2022.
Maturity Dates	The Bonds will mature, semi-annually, on January 15, and July 15, as shown on the Cover Page.
Optional Redemption	The Bonds are subject to optional redemption prior to maturity. The Bonds may be issued as Term Bonds are subject to mandatory sinking fund redemption.
Other Terms and Conditions	The Bonds shall be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof, and shall be numbered consecutively from 1 upward.
Rating	The Bonds will bear the current rating of "AA" by Standard and Poor's. Such rating is not a

recommendation to buy, sell, or hold the Bonds. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds.

Bank Qualification..... The City has NOT designated the Bonds as “qualified tax-exempt obligations” for the purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

Use of Proceeds..... The Bonds are being issued, under the provisions of Indiana Code 36-4-6-19 (the “Act”), for the purpose of providing funds for the costs of the construction of various capital improvements and equipment as described in the Ordinance and costs of issuance incurred in connection with the issuance of the Bonds.

Continuing Disclosure The City will execute and deliver a Continuing Disclosure Undertaking Certificate, on the date of issuance of the Bonds, pursuant to which the City will covenant to provide continuing disclosure of certain information (See “CONTINUING DISCLOSURE” herein).

OFFICIAL NOTICE OF INTENT TO SELL BONDS

Upon not less than twenty-four (24) hours' notice given by telephone or e-mail, the undersigned Clerk-Treasurer of the City of Crown Point, Indiana ("City") will receive and consider bids for the purchase of the following described bonds. Any person interested in submitting a bid for the bonds must furnish in writing to the undersigned Clerk-Treasurer of the City, c/o Financial Solutions Group, Inc., 2680 East Main Street, Suite 223, Plainfield, Indiana 46168, (317) 837-4933, or via e-mail to greg@fsgcorp.com, on or before 11:00 a.m. (EST) on October 27, 2021, the person's name, address, and telephone number. The persons may also furnish a telecopy number or an e-mail address. Bids may also be submitted electronically via *PARITY*® in accordance with this notice, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*® conflict with this notice, the terms of this notice shall control. For further information about *PARITY*®, potential bidders may contact the City's municipal advisor, Financial Solutions Group, Inc., 2680 East Main Street, Suite 223, Plainfield, Indiana 46168, (317) 837-4933 or *PARITY*® at (212) 849-5021. The undersigned Clerk-Treasurer will notify (or cause to be notified) each person so registered of the date and time bids will be received not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by such person and also by telecopy or e-mail if a telecopy number or e-mail address has been received. The sale is expected to take place on or about October 28, 2021.

If a potential bidder has questions related to the City, the financing or submission of bids, questions should be submitted by email to the addresses above no later than two days before sale by 11:30 a.m. (EST). (The sale is anticipated to occur on October 28, 2021). To the best of the City's ability, all questions will be addressed by the City and sent to potential bidders, including any bidders requesting 24 hours' notice of sale, no later than two days prior to sale by 5:00 p.m. (EST time). Additionally, upon request, the written responses will be emailed to any other interested bidder. Bidders should review this notice as well as the official statement and submit any questions in advance of this deadline to submit questions.

At the time designated for the sale, the Clerk-Treasurer will receive and consider bids for the purchase of the bonds of the City designated "General Obligation Bonds of 2021" in the aggregate amount of \$3,750,000. Bidders may bid a discount not to exceed 1.0% of the par value of the bonds. The bonds will bear interest at a rate or rates not to exceed 5.0% per annum (the exact interest rate or rates will be determined by bidding). Interest will be payable semiannually on January 15 and July 15 of each year, beginning on July 15, 2022. Interest will be calculated on a 360-day year consisting of twelve 30-day months. The bonds will be dated as of the date of delivery of the bonds, will be in the denominations of \$5,000 or integral multiples thereof and will mature semiannually on January 15 and July 15 on the dates and in the amounts as follows:

<u>Date</u>	<u>Amount</u>
07/15/22	\$ 90,000
01/15/23	90,000
07/15/23	100,000
01/15/24	100,000
07/15/24	100,000
01/15/25	100,000
07/15/25	110,000
01/15/26	110,000
07/15/26	120,000
01/15/27	120,000
07/15/27	120,000
01/15/28	120,000
07/15/28	120,000
01/15/29	120,000
07/15/29	120,000
01/15/30	130,000
07/15/30	130,000
01/15/31	130,000
07/15/31	130,000
01/15/32	130,000
07/15/32	140,000
01/15/33	140,000
07/15/33	140,000
01/15/34	140,000
07/15/34	150,000
01/15/35	150,000
07/15/35	150,000
01/15/36	150,000
07/15/36	150,000
01/15/37	150,000

The Bonds of this issue maturing on or after July 15, 2029 are redeemable at the option of the City on January 15, 2029 or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity, at face value without premium, plus accrued interest to the date fixed for redemption.

All or a portion of the bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities of January 15 or July 15, on the dates as determined by the successful bidder, but in accordance with the maturity schedule as described above for the bonds, and no later than the final maturity established by the City prior to the sale. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates consistent with the schedule provided above.

Principal is payable at the office of a registrar and paying agent to be designated by the City. Interest shall be paid by check mailed to the registered owners or by wire transfer to depositories. The bonds will be issued in fully registered form.

Each bid, including bids submitted via *PARITY*®, must be for all of the bonds and must state the rate or rates of interest in multiples of 1/8 or 1/100 of 1%. Any bids specifying two or more interest rates shall also specify the amount and maturities of the bonds bearing each rate, but all bonds maturing on the same date shall bear the same single interest rate. The rate on any maturity shall be equal to or greater than the rate on the immediately preceding maturity. The award will be made to the best bidder complying with the terms of sale and offering the lowest net interest cost to the City, to be determined by computing the total interest on all of the bonds to their maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. Although not a term of sale, it is requested that each bid show the net dollar interest cost to final maturity and the net effective average interest rate on the entire issue. No conditional bid or bids for less than 99% of the par value of the bonds will be considered. The right is reserved to reject any and all bids. In the event no satisfactory bids are received at the time of the sale, the sale will 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.

Each bid not submitted via *PARITY*® must be on a customary bid form which shall be enclosed in a sealed envelope addressed to the undersigned Clerk-Treasurer or sent via e-mail to greg@fsgcorp.com and marked "Bid for City of Crown Point, Indiana, General Obligation Bonds of 2021." The winning bidder will be notified and instructed to submit a good faith deposit which may consist of either a certified or cashier's check or a wire transfer in the amount of \$37,500 ("Deposit"). If a check is submitted, it shall be drawn on a bank or trust company which is insured by the Federal Deposit Insurance Corporation and shall be submitted to the City (or shall wire transfer such amount as instructed by the City) not later than 3:30 p.m. (EST) on the next business day following the date of the award. In either case, the Deposit shall be payable to the "City of Crown Point, Indiana," and shall be held as a guaranty of the performance of the bid. No interest on the Deposit will accrue to the successful bidder. If the successful bidder fails to honor its accepted bid, the Deposit will be retained by the City. The successful bidder will be required to make payment for such bonds in Federal Reserve funds or other immediately available funds and accept delivery of the bonds within five days after being notified that the bonds are ready for delivery, at such bank in the City of Indianapolis, Indiana, or the City of Crown Point, Indiana, as the purchaser shall designate, or at such other location which may be mutually agreed to by the City and such bidder. It is anticipated that the bonds will be ready for delivery within thirty days after the date of the sale and if not ready for delivery within forty-five days after the sale date, the purchaser shall be entitled to rescind the sale and obtain the return of the Deposit. The successful bidder is expected to apply to a securities depository registered with the SEC to make such bonds depository-eligible. The opinion of Ice Miller LLP, Bond Counsel of Indianapolis, Indiana, approving the legality of the bonds, together with a transcript of the bond proceedings, and closing certificates in the usual form showing no litigation, will be furnished to the successful bidder at the expense of the City.

The bonds may be issued, at the option of the successful bidder, by means of a book-entry-only system with no physical distribution of bond certificates made to the public. In this case, one bond certificate for each maturity will be issued to and registered in the name of Cede &

Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. In this case, the successful bidder, as a condition of delivery of the bonds, would be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC.

It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder therefor to accept delivery of and pay for the bonds in accordance with the terms of its bid. No CUSIP identification number shall be deemed to be a part of any bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the City or any of its officers or agents because of or on account of such numbers. All expenses in relation to the printing of CUSIP identification numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder. The successful bidder will also be responsible for any other fees or expenses it incurs in connection with the resale of the bonds.

The bonds are being issued under the provisions of Indiana Code 36-4-6-19 for the purpose of providing funds to be applied on the costs of funding capital improvements to City owned property and facilities to improve the quality of life of the City's citizens, including parking improvements, together with all necessary appurtenances, related improvements and equipment and on account of the issuance of the bonds therefor. The bonds constitute general obligations of the City. Principal of and interest on the bonds are payable from an ad valorem property tax levied and collected on all taxable property within the City. In the opinion of bond counsel, under the federal statutes, decisions, regulations and rulings existing on this date, the interest on the bonds is excludable from gross income for purposes of federal income taxation.

The bonds are subject to the Internal Revenue Code of 1986 as in effect on the date of their issuance ("Code") which imposes limitations on the issuance of obligations like the bonds under federal tax law. The City has covenanted to comply with those limitations to the extent required to preserve the exclusion of interest on the bonds from gross income for federal income tax purposes. The City has **not** designated the bonds for purposes of Section 265(b) of the Code to qualify for the \$10,000,000 annual exception from the 100% disallowance, in the case of banks and other financial institutions, of the deduction for interest expense allocable to tax-exempt obligations.

The City has prepared an Official Statement relating to the bonds which it deems to be nearly final ("Preliminary Official Statement"). A copy of the Preliminary Official Statement may be obtained from the City's Municipal Advisor, Financial Solutions Group, Inc.

All provisions of the bid form and Preliminary Official Statement are incorporated herein. As set forth in the Preliminary Official Statement, the winning bidder agrees by submission of its bid to assist the City in establishing the issue price of the bonds under the terms outlined therein and shall execute and deliver to the City at closing an "issue price" certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

Within seven (7) business days of the sale, the City will provide the successful bidder with sufficient copies of the Final Official Statement ("Final Official Statement") in order for the purchaser to comply with Section (b)(4) of SEC Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board at the City's expense. Inquiries concerning matters contained in the Preliminary Official Statement must be made and pricing and other information necessary to complete the final Official Statement must be submitted by the successful bidder within two (2) business days following the sale to be included in the Final Official Statement.

In the ordinance approving the bonds and pursuant to a Continuing Disclosure Undertaking to be delivered by the City upon delivery of the bonds, the City will covenant to comply with Securities and Exchange Commission Rule 15c2-12, as in effect of the date of delivery of the bonds ("Rule 15c2-12"). The City will covenant to provide the most recent annual financial information and operating data relating to the City as described in the Preliminary Official Statement prepared in connection with the sale of the bonds. Further, with respect to the bonds, the City will undertake to provide notice of those material events required by Rule 15c2-12.

Dated October 15, 2021.

/s/ David B. Benson
Clerk-Treasurer, City of Crown Point, Indiana

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OFFICIAL STATEMENT

CITY OF CROWN POINT, INDIANA

\$3,750,000

General Obligation Bonds of 2021

INTRODUCTORY STATEMENT

The purpose of this Official Statement, including the Cover Page, the Summary Statement, the Notice of Intent to Sell Bonds and the Appendices, is to provide information relating to the \$3,750,000 General Obligation Bonds of 2021 (the "Bonds"), to be issued by the City of Crown Point, Indiana (the "City").

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information concerning the City, including financial statements and tax tables, is intended to show recent historic information and is not intended to indicate or project future or continuing trends in the financial position or other affairs of the City. No representation is made, or implied hereby, that any past experience, as might be shown by the financial and other information, will necessarily continue in the future. References to provisions of Indiana law or of the Indiana Constitution are references to current provisions, which may be amended, repealed or supplemented.

DESCRIPTION OF THE BONDS

General

The Bonds are being issued subject to the provisions of Indiana law, including, without limitation, Indiana Code 36-4-6-19 as in effect on the date of delivery of the Bonds (the "Act") and pursuant to Ordinance No. 2021-09-21, adopted by the City Council on September 27, 2021 (the "Ordinance"), for the purpose of providing funds for the costs of various capital improvements and acquisition of capital purchases as described in the Ordinance, as well as paying the costs of issuing the Bonds.

The Bonds will be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof. The Bonds will be numbered consecutively from 1 upward. Interest on the Bonds is payable, semi-annually, on January 15 and July 15, commencing July 15, 2022. The Bonds will be dated their date of delivery. The principal of the Bonds shall be payable, as set forth below, at the principal corporate trust office of Old National Wealth Management, located in Evansville, Indiana as Registrar and Paying Agent (the "Registrar" or the "Paying Agent"). The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be payable by check, mailed by first class mail one business day prior to the interest payment date, to the registered

owner as of the first day of the month immediately preceding the interest payment date (the "Record Date"), to the address as it appears on the registration books kept by the Registrar, or at such other address as is provided to the Paying Agent, in writing, by such registered owner, or if the Bonds are registered in the name of the nominee of The Depository Trust Company ("DTC") or another clearing agency, payments will be made by the Paying Agent, by wire transfer, to DTC. 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 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.

Interest shall be calculated on the basis of twelve (12) thirty (30)-day months, for a three hundred sixty (360)-day year.

Redemption of the Bonds

Optional Redemption. The Bonds maturing on or after July 15, 2029 are subject to optional redemption prior to maturity, on January 15, 2029, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, plus accrued interest to the date fixed for redemption, with no premium.

Mandatory Sinking Fund Redemption. The term bond maturing on July 15, 2033 is subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount thereof, plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
January 15, 2032	\$ 130,000
July 15, 2032	140,000
January 15, 2033	140,000
July 15, 2033*	140,000

*Final Maturity

The term bond maturing on July 15, 2034 is also subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount thereof, plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
January 15, 2034	\$ 140,000
July 15, 2034*	150,000

*Final Maturity

The term bond maturing on July 15, 2035 is also subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount thereof, plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
January 15, 2035	\$ 150,000
July 15, 2035*	150,000

*Final Maturity

The term bond maturing on January 15, 2037 is also subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount thereof, plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
January 15, 2036	\$ 150,000
July 15, 2036	150,000
January 15, 2037*	150,000

*Final Maturity

The Registrar shall credit against the mandatory sinking fund requirement, for any term bond and any corresponding mandatory redemption obligation, in the order determined by the City, any term bond maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the City and not theretofore applied as a credit against any redemption obligation. Each term bond so delivered or cancelled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund obligation, on such mandatory redemption date for that term bond. Any excess of such amount shall be credited on future redemption obligations, and the principal amount of that term bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced.

Notice of Redemption: Payment of Redeemed Bonds. Notice of redemption shall be mailed to the address of the registered owner, as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. 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 and the Bonds will no longer be deemed outstanding under the Ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date

so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond, shall not affect the validity of any proceedings for redemption of other Bonds.

Book-Entry-Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with the DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be

requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration, in the name of Cede & Co. or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine, by lot, the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar and Paying Agent, on the payable date, in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Registrar and Paying Agent of the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry System

In the event that the book-entry system for the Bonds is discontinued, the Registrar and Paying Agent would provide for the registration of the Bonds in the name of the Beneficial Owners thereof. The City and the Registrar and Paying Agent would treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and neither the City nor the Registrar and Paying Agent would be bound by any notice or knowledge to the contrary.

Each Bond would be transferable or exchangeable only upon the presentation and surrender thereof at the corporate trust office of the Registrar and Paying Agent, duly endorsed for transfer or exchange, or accompanied by a written assignment duly executed by the owner or its authorized representative in form satisfactory to the Registrar and Paying Agent. Upon due presentation of any Bonds for transfer or exchange, the Registrar and Paying Agent would authenticate and deliver in exchange therefor, within a reasonable time after such presentation, a new Bond, registered in the name of the transferee or transferees (in the case of a transfer), or the owner (in the case of an exchange), in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond so presented. The City or the Registrar and Paying Agent would require the owner of any Bonds to pay a sum sufficient to cover any tax, fee or other governmental charge required to be paid in connection with the transfer or exchange of such Bonds.

PURPOSE OF THE BOND ISSUE

The Bonds are being issued for the purpose of providing funds for the costs of various capital improvements and acquisition of capital purchases as described in the Ordinance, as well as paying the costs of issuing the Bonds.

FINAL SOURCES AND USES OF FUNDS

The City discloses the following final sources and uses of funds, excluding accrued interest, if any:

Final Sources of Funds

Bond Proceeds	\$ 3,750,000.00
Original Issue Premium	<u>72,910.90</u>
Total Sources of Funds	<u>\$ 3,822,910.90</u>

Final Uses of Funds

Project Fund	\$ 3,660,000.00
Underwriter's Discount	41,637.50
Deposit to Debt Service Fund	31,273.40
Cost of Issuance & Miscellaneous	<u>90,000.00</u>
Total Final Uses of Funds	<u>\$ 3,822,910.90</u>

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied, in each year, upon all taxable property in the City (real and personal), a tax (in an amount and in such manner) sufficient to meet and pay the principal of, and interest on, the Bonds as they become due, and the proceeds of this tax are pledged solely to the payment of the Bonds. Such tax proceeds shall be deposited into a separate bond fund and used to pay the principal of, and interest on, the Bonds when due, together with any fiscal agency charges (See the discussion of the Circuit Breaker Tax Credit below).

PROCEDURE FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The debt service payments are payable from ad valorem property taxes required by law to be levied by or on behalf of the City subject to the Circuit Breaker Tax Credit described herein. Article 10, Section 1 of the Constitution of the State of Indiana ("Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. The Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6), which implements the Constitutional Provision and provides taxpayers with a tax credit for all property taxes in an amount that exceeds a certain percentage of the gross assessed value of eligible property. See "CIRCUIT BREAKER TAX CREDIT" herein for further details on the levy and collection of property taxes.

Real and personal property in the State is assessed each year as of January 1. On or before August 1 of each year, the County Auditor must submit a certified statement of the assessed value of each taxing unit for the ensuing year to the Department of Local Government Finance ("DLGF"). The DLGF shall make the certified statement available on its gateway website located at <https://gateway.ifionline.org/> ("Gateway"). The County Auditor may submit an amended certified statement at any time before the preceding year, the date by which the DLGF must certify the taxing units' budgets.

The certified statement of assessed value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31) and to set tax rates and levies. In preparing the taxing unit's estimated budget, the governing body must consider the net property tax revenue that will be collected by the taxing unit during the ensuing year, after taking into account the DLGF's estimate of the amount by which the taxing unit's distribution of property taxes will be reduced by the application of the Circuit

Breaker Tax Credit (as defined in the summary of "CIRCUIT BREAKER TAX CREDIT" herein), after taking into account the DLGF's estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the taxing unit will receive in the ensuing year and after taking into account all payments for debt service obligations that are to be made by the taxing unit during the ensuing year. Before August 1 of each year, the DLGF shall provide to each taxing unit an estimate of the amount by which the taxing unit's distribution of property taxes will be reduced.

The taxing unit must submit the following information to the DLGF via Gateway: (i) its estimated budget; (ii) the estimated maximum permissible tax levy, as determined by the DLGF; (iii) the current and proposed tax levies of each fund; (iv) the percentage change between the current and proposed tax levies of each fund; (v) the estimated amount, determined by the DLGF, by which the taxing unit's property taxes may be reduced by the Circuit Breaker Tax Credit; (vi) the amount of excess levy appeals to be requested, if any; (vii) the time and place at which the taxing unit will conduct a public hearing related to the information submitted to Gateway; and (viii) the time and place at which the taxing unit or appropriate fiscal body will meet to fix the budget, tax rate and levy of the taxing unit. The taxing unit must submit the information listed in (i)-(viii) above on Gateway at least ten days prior to the date of the public hearing. The public hearing must be completed at least ten days before the taxing unit meets to fix the budget, tax rate and tax levy, which by statute must each be established no later than November 1. If an ordinance to fix the budget, tax rate, and tax levy of a city other than a consolidated city is either vetoed by the mayor or is considered vetoed (by the failure of the mayor to act on the ordinance within ten days after presentation), and the veto is effective on a date later than October 1, the city's legislative body has thirty days from the effective date of the veto to override the veto to fix the budget, tax rate and tax levy for the ensuing budget year. If a taxing unit does not fix the budget, tax rate, and tax levy, then the most recent annual appropriations and annual tax levy are continued for the ensuing year.

The budget, tax levy and tax rate of each taxing unit are subject to review by the DLGF, and the DLGF shall certify the tax rates and tax levies for all funds of taxing units subject to the DLGF's review. The DLGF may not increase a taxing district's budget by fund, tax rate or tax levy to an amount which exceeds the amount originally fixed by the taxing unit unless the taxing unit meets all of the following: (i) the increase is requested in writing by the taxing unit; (ii) the requested increase is published on the DLGF's advertising internet website; and (iii) notice is given to the county fiscal body of the DLGF's correction.

The DLGF must complete its review and certification of budgets, tax rates and levies on or before December 31 of the calendar year immediately preceding the ensuing calendar year unless a taxing unit in the county is issuing debt after December 1 in the year preceding the budget year, intends to file a levy shortfall appeal, or the deadline for a city in the county to adopt its budget, tax rate and tax levy has been extended due to the veto of the ordinance adopting the budget, tax rate and tax levy veto or the ordinance is considered to have been vetoed due to the mayor's failure to timely act on the ordinance.

On or before March 15, the County Auditor prepares the tax duplicate, which is a roll of property taxes payable in that year. The County Auditor publishes a notice of the tax rate in accordance with Indiana statutes. The County Treasurer mails tax statements at least 15 days prior to the date that the first installment is due (due dates may be delayed due to a general reassessment or other factors). Property taxes are due and payable to the County Treasurer in

two installments on May 10 and November 10, unless the mailing of tax bills is delayed or a later due date is established by order of the DLGF. If an installment of property taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; unless the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property tax collections to the various taxing units on or about June 30 after the May 10 payment date and on or about December 31 after the November 10 payment date.

Personal property values are assessed January 1 of every year and are self-reported by property owners to assessors using prescribed forms. The completed personal property return must be filed with the assessors no later than May 15. Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, in accordance with 50 IAC 4.2, the DLGF's Rules for the Assessment of Tangible Personal Property. Effective July 1, 2019, pursuant to IC 6-1.1-3-7.2, State law automatically exempts from property taxation the acquisition cost of a taxpayer's total business personal property in a county if the total business personal property is less than forty thousand dollars (\$40,000) 2021 taxes payable for that assessment date.

Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. P.L. 204-2016, SEC. 3, enacted in 2016, retroactive to January 1, 2016, amended State law to provide that "true tax value" for real property does not mean the value of the property to the user and that true tax value shall be determined under the rules of the DLGF. As a result of P.L. 204-2016, the DLGF has begun the process of amending the Manual. In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4, as amended by P.L. 180-2016. Except for agricultural land, as discussed below, the Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce "accurate and uniform values throughout the jurisdiction and across all classes of property". The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method. "Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments, as well as when changes occur in the property value due to new construction or demolition of improvements. Since July 1, 2013, and before May 1 of every fourth year thereafter,

the county assessor is required to prepare and submit to the DLGF a reassessment plan for the county. Since 2015, the DLGF must complete its review and approval of the reassessment plan before January 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year, and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The most recent cyclical reassessment began on May 1, 2018 and was to be completed in the first quarter of 2019 for taxes due and payable in 2021. Since 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data ("Trending"). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value.

CIRCUIT BREAKER TAX CREDIT

Description of Circuit Breaker:

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code § 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code § 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute.

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes ("Debt Service Obligations"), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from local income tax distributions that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

The Statute categorizes property taxes levied to pay Debt Service Obligations as "protected taxes," regardless of whether the property taxes were approved at a referendum, and all other property taxes as "unprotected taxes." The total amount of revenue to be distributed to the fund for which the protected taxes were imposed shall be determined without applying the Circuit Breaker Tax Credit. The application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund. The City may allocate the reduction by using a combination of unprotected taxes of the political subdivision in those taxing districts in which the Circuit Breaker Tax Credit caused a reduction in protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the Statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

The City cannot predict the timing, likelihood or impact on property tax collections of any future actions taken, amendments to the Constitution of the State of Indiana or legislation enacted, regulations or rulings promulgated or issued to implement any such regulations, statutes or the Constitutional Provision described above or of future property tax reform in general. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes by the City.

In March, 2016, the Indiana General Assembly passed legislation which revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016, assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the

total assessed value of a city. A lower assessed value of a city will result in higher tax rates in order for a city to receive its approved property tax levy. See "PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION" herein.

Estimated Circuit Breaker Tax Credit for the City:

According to the DLGF, the Circuit Breaker Tax Credit allocable to the City for budget years 2020, 2021 and 2022, all budgeted funds, the Circuit Breaker Tax Credits are \$1,258,993 \$1,336,450, and \$1,403,272, respectively. These estimates do not include the estimated debt service on the Bonds.

The Circuit Breaker Tax Credit amounts above do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction in local income taxes applied to property tax relief could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

POTENTIAL IMPACTS RESULTING FROM CORONAVIRUS (COVID-19)

On March 6, 2020, Indiana Governor Eric Holcomb issued Executive Order 20-02 which declared the Coronavirus Disease 2019 ("COVID-19") outbreak in Indiana to be a public emergency, which has been renewed multiple times by separate executive orders, and is currently in effect. On March 11, 2020, the World Health Organization proclaimed COVID-19 to be a pandemic, and on March 13, 2020, the President of the United States declared a national emergency related to COVID-19. In an effort to lessen the risk of transmission of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions affecting business activities and impacting global, state and local commerce and financial markets. The emergence of COVID-19 and the spread thereof is an emerging and evolving issue. To address the social and economic impacts of COVID-19, Governor Holcomb issued multiple executive orders, which provided for taxpayer relief in 2020, including an extension of time related to state income tax, non-escrowed property taxes, and special assessments and fees paid on property tax bills. In 2021, the Governor also directed the Indiana Department of Revenue to conform to the taxpayer relief provided by the federal government to allow an extension of time related to State individual income tax liabilities, including allowing an individual tax returns and payments, originally due by April 15, 2021 to May 17, 2021.

Since the onset of the COVID-19 pandemic, the Governor has issued executive orders, which included stay-at-home orders and face covering requirements, directed the closing of State government buildings and restricted retail establishments and in-person dining at restaurants, among other things. For a list of all executive orders see <https://www.in.gov/gov/governor-holcomb/newsroom/executive-orders/>. In addition, the Governor issued various executive orders, which instituted a measured and staggered approach to reopening businesses and entities. Five stages were outlined, with each ensuing stage being subject to fewer restrictions and limitations than the previous stage. Those stages were initiated on March 23, 2020 and lapsed on November 14, 2020.

On November 13, 2020, the Governor issued an executive order, which was extended with certain modifications to provide for a color-coded system to assess the status of COVID-19 on a county-by-county basis. On June 30, 2021, the Governor issued an executive order rescinding all prior executive orders related to the coronavirus public health emergency and directives therein except limited directives set forth in the most recent executive orders.

The City's finances may be materially adversely affected by epidemics and pandemics, including, but not limited to, COVID-19. Many units of government, including the City, depend on local property tax collections and other local revenues to fund many of its operational costs, including, but not limited to, payment of debt service on any of the bonds issued by such units of government or their local building corporations. Therefore, if the collection of property taxes is delayed or reduced, the City may have difficulty in funding its operations and paying the debt service on the Bonds. In addition, the City cannot predict the amount of increased costs, if any, that may be incurred by the City associated with operating during any epidemic or pandemic, like COVID- 19, including, but not limited to, the amount of (1) costs to clean, sanitize and maintain its facilities, (2) costs to hire substitute employees, or (3) costs to operate remotely and support the citizens and employees of the City. Accordingly, the City cannot predict the effect any epidemic or pandemic, including, but not limited to, COVID-19, will have on its finances or operations, including, but not limited to, the payment of the debt service on the Bonds.

The City may apply for available state and federal assistance to offset the financial impact of the pandemic. The City is not able to predict and makes no representations as to the economic impact of the COVID-19 pandemic on the City or its financial position.

The above is only a short summation of several Executive Orders issued by Governor Holcomb. The full Executive Orders should be read in their entirety and may be found at: <https://www.in.gov/gov/2384.htm>

AMENDMENTS TO THE ORDINANCE

The Ordinance may, from time to time hereafter, be amended in accordance with the provisions of Section 13 of the Ordinance. See APPENDIX D herein.

LITIGATION

To the knowledge of the City officials and City Attorney, no litigation or administrative action or proceeding is pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, any proceeding or transactions relating to the issuance, sale or delivery of the Bonds or which questions or affects the validity of the Bonds. To the knowledge of the City officials and City Attorney, no litigation or administrative action or proceeding is pending or threatened concerning the issuance, validity and delivery of the Bonds. Certificates to such effect will be delivered at the time of the original delivery of the Bonds.

LEGAL MATTERS

Certain legal matters incident to the issuance of the Bonds and with regard to the tax status of the interest thereon (see "TAX MATTERS") will be passed upon by Bond Counsel. A signed copy of that opinion, dated and premised on facts and law existing as of the date of

original delivery of the Bonds, will be delivered to the purchaser at the time of the original delivery of the Bonds.

The engagement of Bond Counsel is limited generally to the examination of the documents contained in the transcript of proceedings and the law incident to rendering the approving legal opinion referred to above and the rendering of such approving legal opinion. In its capacity as Bond Counsel, it has reviewed those portions of this Official Statement under the captions "Description of the Bonds," "Security and Sources of Payment for the Bonds," "Legal Matters," "Tax Matters," "Original Issue Discount" and "Amortizable Bond Premium" and APPENDIX E herein. Bond Counsel has not examined or attempted to examine and verify any of the financial or statistical statements or data contained in this Official Statement. Bond Counsel has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency.

TAX MATTERS

In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under federal statutes, decisions, regulations and rulings, interest on the General Obligation Bonds of 2021 ("Bonds") is excludable for federal income tax purposes from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"). Interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Such exclusion is conditioned on continuing compliance by the City of Crown Point, Indiana ("City") with the Tax Covenants (as hereinafter defined). Failure to comply with the Tax Covenants could cause interest on the Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to the date of issue. In the opinion of Ice Miller LLP, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana ("State").

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the exclusion from gross income of interest on the Bonds for federal income tax purposes. The City will covenant not to take any action, within its power and control, nor fail to take any action with respect to the Bonds 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 (collectively, "Tax Covenants"). The Bond Ordinance and certain certificates and agreements to be delivered on the date of delivery of the Bonds establish procedures to permit compliance with the requirements of the Code. It is not an event of default under the Bond Ordinance if interest on the Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the issue date of the Bonds.

IC 6-5.5 imposes a franchise tax on certain taxpayers (as defined in IC 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Bonds is excluded from federal gross income and exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect a bondholder's federal income tax or state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular

tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the federal and State tax consequences of owning the Bonds other than those consequences set forth in the form of opinion of Bond Counsel.

Under existing laws, judicial decisions, regulations and rulings, the Bonds have **not** been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of the deduction for interest expense allocable to interest on tax-exempt obligations acquired by financial institutions.

ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing on July 15, 2034 through and including January 15, 2037 (collectively, "Discount Bonds") is less than the principal amount payable at maturity. As a result the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of the Discount Bonds, as set forth on the **[inside]** cover page of this Official Statement (assuming it is the first price at which a substantial amount of that maturity is sold) (the "Issue Price" for such maturity), and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." A taxpayer who purchases a Discount Bond in the initial public offering at the Issue Price for such maturity and who holds such Discount Bond to maturity may treat the full amount of original issue discount as interest which is excludable from the gross income of the owner of that Discount Bond for federal income tax purposes and will not, under present federal income tax law, realize taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated as accruing daily over the term of such Bond on the basis of the yield to maturity determined on the basis of compounding at the end of each six-month period (or shorter period from the date of the original issue) ending on January 15th and July 15th (with straight line interpolation between compounding dates).

Section 1288 of the Code provides, with respect to tax-exempt obligations such as the Discount Bonds, that the amount of original issue discount accruing each period will be added to the owner's tax basis for the Discount Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale, redemption or payment at maturity). Owners of Discount Bonds who dispose of Discount Bonds prior to maturity should consult their tax advisors concerning the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bonds prior to maturity.

As described above in "Tax Matters," the original issue discount that accrues in each year to an owner of a Discount Bond may result in certain collateral federal income tax consequences. Owners of any Discount Bonds should be aware that the accrual of original issue discount in each year may result in a tax liability from these collateral tax consequences even though the owners of such Discount Bonds will not receive a corresponding cash payment until a later year.

Owners who purchase Discount Bonds in the initial public offering but at a price different from the Issue Price for such maturity should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Owners of Discount Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discount Bonds. It is possible under the applicable provisions governing the determination of state or local income taxes accrued interest on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

AMORTIZABLE BOND PREMIUM

The initial offering price of the Bonds maturing on July 15, 2022 through and including July 15, 2031 (collectively, "Premium Bonds"), is greater than the principal amount payable at maturity. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium ("Bond Premium"). An owner who acquires a Premium Bond in the initial public offering of the Bonds will be required to adjust the owner's basis in the Premium Bond downward as a result of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Premium Bonds, including sale, redemption or payment at maturity. The amount of amortizable Bond Premium will be computed on the basis of the taxpayer's yield to maturity, with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning Premium Bonds. Owners of the Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Premium Bonds and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their tax advisors concerning treatment of Bond Premium.

LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the Bondholders upon a default under the Bond Ordinance are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Bond Ordinance may not be readily available or may be limited. Under federal and state environmental laws, certain liens may be imposed on property of the City from time to time, but the City has no reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes (as provided in the Bond Ordinance) pledged to the payment of the Bonds under the Bond Ordinance.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the City), in a manner consistent with the public health and welfare. Enforceability of the Bond Ordinance in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

RATING

Standard & Poor's has assigned a rating of "AA" to the Bonds. Such rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same at the following address: *Standard & Poor's*, 130 East Randolph Street, Suite 2900, Chicago, IL 60601. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds.

CONTINUING DISCLOSURE UNDERTAKING

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in SEC Rule 15c2-12, as amended to the date hereof (the "Rule"), the Issuer will enter into a Continuing Disclosure Undertaking (the "Undertaking"), to be dated as of the date of the closing of the Bonds, provided that the winning bidder is an underwriter and the Bonds will be subject to the SEC Rule. Pursuant to the terms of the Undertaking, the Issuer will agree to provide the following information while any of the Bonds are Outstanding:

Audited Financial Statements. To the MSRB, the report of the Indiana State Board of Accounts ("SBOA"), which may consist of either the Independent Accountant's Report or the Independent Clerk-Treasurer's Report, and the financial statements of the Obligor, as audited or examined by the SBOA, on an annual basis for each fiscal year, together with the opinion of the SBOA and all notes thereto (collectively, the "SBOA Report"), by the June 30 immediately following each

annual period. Such disclosure of SBOA Report shall first occur by June 30, 2022 and shall be made by June 30 of every year thereafter, if the SBOA Report is delivered to the Obligor by June 30 of each annual period. If, however, the Obligor has not received the SBOA Report by such June 30 annual date, the Obligor agrees to (i) post a voluntary notice to the MSRB by June 30 of such annual period that the SBOA Report has not been received, and (ii) post the SBOA Report within 60 days of the Obligor's receipt thereof; and

Financial Information in this Official Statement. To the MSRB, no later than June 30 of each year, beginning June 30, 2022, the most recent annual financial information for the Obligor including (i) unaudited financial statements of the Obligor, and (ii) operating data (excluding any demographic information or forecast) of the general type included under the following headings in Appendix B and Appendix C in the Final Official Statement (together, with the SBOA Report, the "Annual Information"), provided, however, that the updated Annual Information may be provided in such format as the Obligor deems appropriate:

APPENDIX B

- Per Capita and Debt Ratio Analysis**
- Assessed Value**
- Analysis of City of Crown Point Tax Rate**
- Five-Year History of Property Taxes**
- Largest Taxpayers**

APPENDIX C

- Schedule of Receipts and Disbursements**

Reportable Events. Within ten business days, to the MSRB, notice of the following events, if material, with respect to the Bonds (which determination of materiality shall be made by the Issuer):

1. non-payment related defaults;
2. modifications to rights of Bondholders;
3. bond calls;
4. release, substitution or sale of property securing repayment of the Bonds;
5. the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;
6. appointment of a successor or additional trustee or the change of name of a trustee; and
7. solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, incurrence of a financial obligation (as defined in the SEC Rule) of the Obligor or

agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligor, any of which affect security holders.

Within ten business days, to the MSRB, notice of the following events, regardless of materiality:

8. principal and interest payment delinquencies;
9. unscheduled draws on debt service reserves reflecting financial difficulties;
10. unscheduled draws on credit enhancements reflecting financial difficulties;
11. substitution of credit or liquidity providers, or their failure to perform;
12. defeasances;
13. rating changes;
14. adverse tax opinions or other material events affecting the status of the Bonds; the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the securities;
15. tender offers;
16. bankruptcy, insolvency, receivership or similar event of the obligated person; and
17. solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation (as defined in the SEC Rule) of the Obligor, any of which reflect financial difficulties.

Failure to Disclose. In a timely manner, to the MSRB, notice of the City failing to provide the Annual Information and Audited Information as described above.

The City may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners of the Bonds if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City, or type of business conducted; (ii) the Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule on the date of execution of the Undertaking, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances; and (iii) such amendment or modification does not materially impair the interests of the holders of the Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Bonds pursuant to the terms of the Bond Ordinance at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds the Undertaking) is permitted by the SEC Rule, then in effect.

The City may, at its sole discretion, utilize an agent in connection with the dissemination of any annual financial information required to be provided by the City pursuant to the terms of the Undertaking.

The purpose of the Undertaking is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the City in satisfaction of the SEC Rule. The Undertaking is solely for the benefit of the owners of the Bonds and creates no new contractual or other rights for the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other obligated persons or any other third party. The sole remedy against the City for any failure to carry out any provision of the Undertaking shall be for specific performance of the City's disclosure obligations under the Undertaking and not for money damages of any kind or in any amount or any other remedy. The City's failure to honor its covenants under the Undertaking shall not constitute a breach or default of the Bonds, the Bond Ordinance or any other agreement.

In order to assist the Underwriter in complying with the Underwriter's obligations pursuant to SEC Rule, the City represents that in the previous five years it has not fully complied with its previous undertakings including, but not limited to, the following instances: The 2015 Audit was received by the City on September 15, 2016 and filed on EMMA on October 10, 2016. The 2016 Audit was received on December 11, 2017 and was filed on December 13, 2017. The 2017 Audit was received on December 6, 2018 and filed on December 14, 2018. The 2018 Audit was received on July 30, 2019 and filed on September 3, 2019. The 2019 Audit was received on August 18, 2020 and was filed on EMMA on October 8, 2020. The 2020 Annual Information was filed on June 30, 2021 which was 1 day after the 180-day due date. The 2020 Audit has not yet been received. The operating data has been posted timely over the last five years. The City has appointed a Compliance Officer, created a Written Disclosure Checklist, and has retained its Municipal Advisor, Financial Solutions Group, Inc., to assist the City with complying with its future continuing disclosure obligations under the Rule. The City makes no representation as to any potential materiality of such prior instances, as materiality is dependent upon individual facts and circumstances. The City has conducted a review of compliance of its previous undertakings, and the list above represents any instances of non-compliance of which the City is aware.

CONCLUDING STATEMENT

The foregoing summaries and statements in this Official Statement do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. For details of all terms and conditions, prospective purchasers are referred to the Bond Ordinance for details.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and are not presented as unqualified statements of fact. The information contained herein has been carefully compiled from sources deemed reliable and to the best knowledge and belief of the City, there are neither untrue statements nor omissions of material fact in the Official Statement that would make the statements and representations therein misleading.

Certain supplemental information concerning the financial condition of the City, which is exhibited hereafter, is considered part of this Official Statement.

The presentation of historical tax and other financial data exhibited elsewhere herein is intended to show recent trends and conditions. There is no intention to represent, by such data, that such trends will continue in the future, nor that any pending improvement or diminution of local conditions is indicated thereby.

Financial Solutions Group, Inc. has served as Municipal Advisor to the City in connection with the sale of the Bonds. The Municipal Advisor makes no representation as to the completeness or the accuracy of the information set forth in this Official Statement. Inquiries concerning information with respect to the Bonds should be directed to Financial Solutions Group, Inc., Attention: Gregory T. Guerrettaz; Phone: (317) 837-4933; Email: greg@fsgcorp.com; carbon copy: kristen@fsgcorp.com.

The execution of this Official Statement has been duly authorized by City of Crown Point, Indiana.

Dated: October 28, 2021

CITY OF CROWN POINT, INDIANA

/s/ David Benson, Clerk-Treasurer

APPENDIX A

Description of the City and the County

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CITY OF CROWN POINT, INDIANA

Description of the City and County

Location

The City of Crown Point (the “City”) is located in the southeast section of Lake County, approximately 150 miles northwest of Indianapolis, Indiana and forty miles southeast of Chicago, Illinois. Interstate 65 is located on the eastern edge of the City. The City also serves as the County seat.

Government

The City is governed by a seven-member Common Council, who is responsible for the administration of all City ordinances. The Common Council members are elected by district, to four-year terms.

General Characteristics

The proximity of the City to Chicago, Illinois provides many additional cultural, educational and employment opportunities. The City benefits from having an even distribution of its labor force, with comparable numbers in manufacturing, retail trade and agriculture.

Population

<u>Year</u>	<u>Crown Point</u>	<u>Lake County</u>
2020	30,906	487,536
2014	28,259	487,865
2010	27,317	496,005
2000	19,806	484,564
1990	17,728	475,594
1980	16,455	522,965
1970	10,931	546,253
1960	8,443	513,269

Source: Stats Indiana; U.S. Census Bureau

Employment (Labor Force 2020)
201,898 Employed; 23,196 Unemployed;
Labor Force of 225,185 (Lake County);
6.7% Unemployment Rate

<u>Year</u>	<u>Lake County Unemployment Rate</u>	<u>Lake County Labor Force</u>	<u>State of Indiana Unemployment Rate</u>
2020	6.7 %	225,185	4.0 %
2019	4.9	232,451	3.0
2018	4.9	232,368	3.9
2017	5.1	230,321	3.6
2016	6.3	232,251	4.4
2015	6.6	230,650	4.8
2014	8.1	231,350	5.9
2013	9.2	221,661	7.5
2012	9.2	220,793	8.1
2011	9.7	221,303	8.8
2010	10.9	221,728	10.0
2009	10.7	226,726	10.3

Source: Department of Workforce Development, Indiana's New Economy Workforce

Personal Income (as reported in the U.S. Census)

	<u>City of Crown Point</u>	<u>Lake County</u>
Median Household Income	\$ 76,927 (2019)	\$ 57,280 (2019)
Per Capita Income	35,670 (2019)	46,736 (2019)

Education

There are two public school districts in the City and surrounding area: Crown Point Community School Corporation and Merrillville School Corporation. They both provide public education for school-aged children, offering a comprehensive academic curriculum and a variety of extra-curricular activities.

Colleges and Universities in the area include:

<u>Name</u>	<u>Location</u>	<u>Distance</u>
Indiana University Northwest	Gary	18 miles

Purdue University - Calumet	Hammond	20 miles
Calumet College	Whiting	25 miles
Valparaiso University	Valparaiso	35 miles

Transportation

The City has an excellent location from which to access major transportation links. Interstate 65 runs along the eastern edge of the City and US Route 231, SR 53 and SR 55 all pass through the City. Air service is available nearby in the Town of Griffith and the City of Gary. Chicago's O'Hare International Airport is within a 90-minute drive.

Utilities

Utility services in the City are provided as follows:

Telephone	- AT&T
Electric	- NISOURCE
Natural Gas	- NISOURCE
Water	- Municipally Owned
Sewage	- Municipally Owned

Business Data

The City of Crown Point issued the following number of permits (and collected the following fees) as shown below:

<u>Year</u>	<u># of Permits Issued</u>	<u>Fees Collected</u>
2013	513	\$ 631,630
2014	589	893,918
2015	622	841,653
2016	799	844,925
2017	806	1,021,590
2018	772	1,352,892
2019	714	1,104,084
2020	702	1,040,833
YTD 2021	707	1,138,211

The following institutions have branches in the City:

Horizon Bank	Centier Bank	Tech Credit Union
Chase Bank, Indiana, NA	First Merchants Bank	First Financial Bank

Fifth Third Bank, Indiana Peoples Bank BMO Harris Bank
First Savings Bank American Community Bank

Healthcare

St. Anthony's Medical Center is a full service, acute healthcare facility for the residents of the City. The hospital was established in 1962 and has 252 beds, over 300 physicians and a staff of 1,150 full and part-time employees. The City is also home to the Franciscan Point Outpatient Health Complex. Other medical facilities include Crown Point Family Medical Center, Crown Point Medical Clinic, Crown Point Medical Group and four nursing homes. There are several other major hospitals nearby, in the Town of Merrillville and the City of Gary.

Cultural Activities/Recreation/Library

The proximity of the City to Chicago, Illinois offers residents many leisure-time activities including professional sports, museums and zoos, along with a wide range of cultural attractions such as visual art, theatre and symphony productions.

City residents have access to Lake County libraries.

Major Employers of Crown Point

<u>Name</u>	<u>Business</u>	<u>Reported Employment</u>
Lake County	County Government	2,539 (1)
Franciscan Health Crown Point	Healthcare	1,600 (2)
Crown Point Community School Corp.	Public Education	1,414 (3)
Strack & Van Til	Grocery Store	280 (2)
City of Crown Point	Local Government	277 (4)
Wittenberg Lutheran Village	Nursing Care/Retirement Home	248 (2)
Crown Point Christian Village	Skilled Nursing Care Facility	218
Balemaster	Mfg. Balers and Shredders	220 (2)
Amerigas	Propane/Gas Industry	180
Southlake YMCA	Child/Youth/Adult Services	150

(1) Includes 1,795 full-time and 744 part-time employees

(2) Per Hoosiers by the Numbers from the Indiana Department of Workforce Development

(3) Includes 477 certified staff and 937 non-certified staff

(4) Includes 207 full-time and 70 part-time employees

Source: City of Crown Point

Employment by Industry (2020) – Lake County, IN

Annual Industry Distribution of Jobs and Avg. Wage in 2020 (NAICS)	Establishments	Jobs	Pct. Dist.	Annual Average Wage Per Job	Rank in U.S.
Total	10,603	176,399	100.00%	\$50,865	<u>602</u>
Agriculture, Forestry, Fishing and Hunting	29	207	0.10%	\$27,710	<u>1,583</u>
Mining	10	86	0.00%	\$78,076	<u>353</u>
Utilities	33	0	0.00%	N/A	<u>1</u>
Construction	1,005	10,167	5.80%	\$71,203	<u>234</u>
Manufacturing	403	21,847	12.40%	\$85,539	<u>120</u>
Wholesale Trade	589	0	0.00%	\$0	<u>2,372</u>
Retail Trade	1,483	22,428	12.70%	\$30,595	<u>1,041</u>
Transportation & Warehousing	538	9,025	5.10%	\$55,695	<u>648</u>
Information	96	1,373	0.80%	\$52,561	<u>1,110</u>
Finance and Insurance	621	4,223	2.40%	\$68,187	<u>730</u>
Real Estate and Rental and Leasing	420	2,029	1.20%	\$45,236	<u>755</u>
Professional, Scientific, and Technical Services	1,035	5,669	3.20%	\$59,092	<u>1,100</u>
Management of Companies and Enterprises	51	2,013	1.10%	\$84,975	<u>644</u>
Admin. & Support & Waste Mgt. & Rem. Services	605	8,973	5.10%	\$35,288	<u>1,193</u>
Educational Services	223	2,244	1.30%	\$31,018	<u>1,620</u>
Health Care and Social Services	1,234	31,516	17.90%	\$54,323	<u>482</u>
Arts, Entertainment, and Recreation	140	4,044	2.30%	\$31,208	<u>418</u>
Accommodation and Food Services	1,032	16,859	9.60%	\$17,585	<u>931</u>
Other Services (Except Public Administration)	981	6,695	3.80%	\$34,993	<u>1,031</u>
Public Administration	75	6,844	3.90%	\$50,345	<u>1,098</u>

Source: U.S. Bureau of Labor Statistics (BLS)

Note: Average wage may not match published numbers due to rounding.

Pension Obligations

NOTE: The following is excerpted from the City's 2019 Audit:

Public Employees' Retirement Fund

Plan Description

The Indiana Public Employees' Retirement Fund (PERF) is a defined benefit pension plan. PERF is a cost-sharing multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and give the City authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The employer may elect to make the contributions on behalf of the member. INPRS administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204
Ph. (888) 526-1687

Funding Policy and Annual Pension Cost

The contribution requirements of the plan members for PERF are established by the Board of Trustees of INPRS.

1925 Police Officers' Pension Plan

Plan Description

The 1925 Police Officers' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-6). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1925 Police Officers' Pension Plan are established by state statute.

On Behalf Payments

The 1925 Police Officers' Pension Plan is funded by the State of Indiana through the Indiana Public Retirement System as provided under Indiana Code 5-10.3-11.

1937 Firefighters' Pension Plan

Plan Description

The 1937 Firefighters' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-7). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1937 Firefighters' Pension Plan are established by state statute.

On Behalf Payments

The 1937 Firefighters' Pension Plan is funded by the State of Indiana through the Indiana Public Retirement System as provided under Indiana Code 5-10.3-11.

1977 Police Officers' and Firefighters' Pension and Disability Fund

Plan Description

The 1977 Police Officers' and Firefighters' Pension and Disability Fund is a cost-sharing multiple-employer defined benefit pension plan administered by the Indiana Public Retirement System (INPRS) for all police officers and firefighters hired after April 30, 1977.

State statute (IC 36-8-8) regulates the operations of the system, including benefits, vesting, and requirements for contributions by employers and by employees. Covered employees may retire at age 52 with 20 years of service. An employee with 20 years of service may leave service, but will not receive benefits until reaching age 52. The plan also provides for death and disability benefits.

INPRS issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204
Ph. (888) 526-1687

Funding Policy

The contribution requirements of plan members and the City are established by the Board of Trustees of INPRS.

Source of Data and Information

The City's Municipal Advisor has compiled statistical data and other information set forth under this "Description of the City and the County".

APPENDIX B

Outstanding Debt and Taxation

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CITY OF CROWN POINT, INDIANA

Outstanding Debt and Taxation

Direct Debt, Lease Obligations and Overlapping Debt (City of Crown Point)

<u>Direct Debt</u>	<u>Total Debt</u>	<u>Principal Applicable</u>	<u>Amount Applicable</u>
G.O. Bonds of 2008	\$ 475,000	100%	\$ 475,000
G.O. Bonds of 2021 (Issued Herein)	3,750,000	100%	3,750,000
G.O. Bonds of 2019	1,660,000	100%	1,660,000
G.O. Bonds of 2020	1,890,000	100%	1,890,000
LIT Rev Bonds of 2020 (2)	4,510,000	100%	4,510,000
Redev District BAN of 2018 (1)	4,800,000	100%	4,800,000
Redev District Bonds of 2015 (1)	3,860,000	100%	3,860,000
Redev District Bonds of 2007 (1)	610,000	100%	610,000
Total Direct Debt	<u>\$ 21,555,000</u>	<u>100%</u>	<u>\$ 21,555,000</u>

(1) Payable from I-65 Eastside TIF revenue with Special Benefits Tax backup

(2) Payable from City's EDIT allocation with property tax backup

Overlapping and Underlying Debt

Overlapping Debt and Lease Obligations

Lake County Debt	\$ 83,730,000	7.19%	\$ 6,020,187
Crown Point Library	7,970,000	51.63%	4,114,911
Crown Point Community School District	77,415,040	51.63%	39,969,385
Merrillville School District	79,925,580	9.62%	7,688,841
Lake County Solid Waste Management	3,225,000	7.19%	231,878
Total Overlapping Debt and Lease Obligations			
	<u>\$ 252,265,620</u>		<u>\$ 58,025,201</u>

Total Direct Debt and Overlapping Debt and
Lease Obligations

\$ 79,580,201

Debt Payable from TIF Revenue (No Property Tax Backup)

2014 Redevelopment Bond (Mainstreet Project)	<u>\$ 142,000</u>
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CITY OF CROWN POINT, INDIANA
(Continued)

Outstanding Debt and Taxation

Self-Supporting Revenue Debt

Waterworks Revenue Bonds of 2018B (2)	\$ 1,291,900
Waterworks Revenue Bonds of 2018A (2)	6,990,000
Waterworks Revenue Bonds of 2019A (2)	5,280,000
Waterworks Revenue Bonds of 2019B (2)	1,037,100
Waterworks Revenue Bonds of 2020A (2)	1,144,200
Waterworks Revenue Bonds of 2020B (2)	1,037,100
Waterworks Revenue Bonds of 2014 (2)	2,820,000
Sewage Works Revenue Bonds of 2017 (1)	5,820,000
Sewage Works Revenue Bonds of 2016	1,450,000
Sewage Works Revenue Bonds of 2015 (1)	3,670,000
Sewage Works Revenue Bonds of 2013 (1)	980,000
Sewage Works Revenue Bonds of 2011 (1)	1,150,000
Sewage Works Revenue Bonds of 2019 (2)	<u>2,050,000</u>
Total Self-Supporting Revenue Debt	<u>\$ 34,720,300</u>

(1) SRF

(2) Open Market

Direct Debt Issuance Limitation

The City is limited to the issuance of direct general obligation debt, to an amount not to exceed 2% of the Assessed Valuation of property within the City, divided by 3.

Total Assessed Valuation – 2020 Payable 2021	\$ 2,067,498,303
Statutory Limitation	13,784,519

Debt Subject to Limitation

General Obligation Bonds of 2008	\$ 475,000
General Obligation Bonds of 2019	1,660,000
General Obligation Bonds of 2020	1,890,000
General Obligation Bonds of 2021 (Issued Herein)	3,750,000
LIT Bonds of 2020	<u>4,510,000</u>
	<u>\$ 12,285,000</u>
General Obligation Issuance Margin	<u>\$ 1,499,519</u>

Per Capita and Debt Ratio Analysis

Population – 2020 (Census) 30,906
Assessed Value – 2021 Payable 2022 \$ 2,067,498,303

<u>Description</u>	<u>Amount</u>	<u>Debt per Capita</u>	<u>Ratio of Debt/ Assessed Value</u>
Total Direct Debt	\$ 21,555,000	\$ 697.44	1.04 %
Total Overlapping Debt and Lease Obligations	<u>58,025,201</u>	<u>1,877.47</u>	<u>2.81</u>
Total Direct Debt and Overlapping Debt and Lease Obligations	<u>\$ 79,580,201</u>	<u>\$ 2,574.91</u>	<u>3.85</u> %

Analysis of the City of Crown Point Tax Rate

City of Crown Point – Center Township, Lake County (per \$100 Assessed Value)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
County	0.6089	0.606	0.6573	0.6701	0.6947	0.7184	0.704	0.6832	0.6719
Township	0.0131	0.0129	0.0119	0.0145	0.015	0.0148	0.0145	0.0142	0.0137
School	1.3537	1.3873	1.3426	1.3215	1.3806	1.343	1.357	1.2821	1.3114
Library	0.1009	0.0934	0.0971	0.0939	0.0953	0.0931	0.0897	0.0869	0.0820
Special Districts	0.0231	0.0234	0.0237	0.0236	0.0244	0.0246	0.0244	0.0243	0.0241
Corporation	<u>0.7253</u>	<u>0.7445</u>	<u>0.7131</u>	<u>0.7038</u>	<u>0.7769</u>	<u>0.7403</u>	<u>0.7401</u>	<u>0.7287</u>	<u>0.7217</u>
Total	<u>\$2.8250</u>	<u>\$2.8675</u>	<u>\$2.8457</u>	<u>\$2.8274</u>	<u>\$2.9869</u>	<u>\$2.9342</u>	<u>\$2.9297</u>	<u>\$2.8194</u>	<u>\$2.8248</u>

Five-Year History of Property Taxes

<u>Year</u>	<u>Taxes Levied</u>	<u>Taxes Collected</u>	<u>Percent Collected</u>
2020 (1)	\$ 13,945,436	\$ 11,830,198	84.83 %
2019	12,296,057	12,436,307	101.14
2018	11,908,720	11,736,615	98.55
2017	11,862,563	11,525,404	97.16
2016	10,753,987	10,287,302	95.66
2015	10,512,013	9,920,984	94.38
2014	10,581,455	10,239,875	96.77
2013	10,278,937	9,903,119	96.34
2012	10,246,632	10,127,806	98.84
2011	10,252,878	10,088,472	98.40
2010	9,590,680	9,551,550	99.59
2009	9,519,880	9,025,798	94.18
2008	9,775,189	9,503,439	97.22
2007	9,419,748	9,644,610	102.39
2006	8,540,063	8,357,873	97.87

(1) change in 2020 due to increase in circuit breaker credit

Assessed Value

<u>Assessment/Collection Year</u>	<u>Assessed Value</u>	<u>Percentage Growth</u>
2021/2022	\$ 2,067,498,303	7.00%
2020/2021	1,932,303,765	6.66
2019/2020	1,811,824,651	6.81
2018/2019	1,696,324,899	5.45
2017/2018	1,608,634,420	5.35
2016/2017	1,526,909,756	(0.07)
2015/2016	1,527,989,080	3.65
2014/2015	1,474,128,885	3.72
2013/2014	1,421,283,537	.29
2012/2013	1,417,198,060	2.65
2011/2012	1,380,575,579	0.92
2010/2011	1,367,962,329	(6.67)
2009/2010	1,465,792,620	1.53
2008/2009	1,443,718,314	(14.53)
2007/2008	1,689,163,318	15.16
2006/2007	1,466,793,522	27.12
2005/2006	1,153,906,564	7.16
2004/2005	1,076,804,004	8.76
2003/2004	990,029,625	

NOTE: Assessed value decreased for 2008-2009 due to new homestead deduction.

Largest Taxpayers

City of Crown Point

<u>Name</u>	<u>Type of Business</u>	<u>Pay 2021 Assessed Valuation</u>
1. NIPSCO	Utility	\$ 26,866,970
2. Edward Rose of Indiana	Property Management	14,402,000
3. FM Symphony Crown Point	Senior Living	13,454,600
4. Crown Point VA Company LLC	Hospital	8,372,500
5. Cypress Point, LLC	Apartments	6,850,600
6. Community Stroke & Rehab	Hospital	5,545,157
7. Crown Village, LLC	Apartments	5,636,600
8. Van Til's Real Estate	Developer	5,098,000
9. Dean White	Pers. Residence	5,002,975
10. Lake View Terrace	Apartments	4,916,900

Source of Data and Information

Statistical data and other information set forth under the "Outstanding Debt and Taxation" have been compiled by the City's Municipal Advisor, Financial Solutions Group, Inc., from sources deemed to be reliable.

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APPENDIX C

Schedule of Receipts and Disbursements

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CITY OF CROWN POINT, INDIANA

Schedule of Total General Fund - Receipts and Disbursements

<u>Receipts</u>	2020	2019	2018	2017	2016	2015	2014
<u>Operating Receipts</u>							
Taxes	\$ 7,822,558	\$ 8,611,730	\$ 8,180,810	\$ 9,059,530	\$ 8,245,084	\$ 7,676,709	\$ 8,494,256
Licenses and Permits	954,669	961,399	1,407,617	1,109,242	940,832	912,878	988,570
Intergovernmental	1,428,735	1,443,019	1,434,335	1,136,823	1,075,528	652,692	888,298
Charges for Services	106,129	2,592,699	2,474,361	3,718,608	3,445,146	3,240,221	3,114,942
Fines and Forfeits	316,622	157,654	103,539	85,793	76,420	101,515	83,130
Miscellaneous	2,244,324	966,017	645,379	1,056,106	576,240	394,331	436,668
Total Operating Receipts	\$ 12,873,036	\$ 14,732,518	\$ 14,246,041	\$ 16,166,102	\$ 14,359,250	\$ 12,978,346	\$ 14,005,864
<u>Other Receipts</u>							
Temporary Loans	\$ -	\$ -	\$ -	\$ 4,500,000	\$ 6,000,000	\$ 4,500,000	\$ 6,000,000
Transfers In	-	-	-	11,535	5,336	25,546	232,587
Total Other Receipts	\$ -	\$ -	\$ -	\$ 4,511,535	\$ 6,005,336	\$ 4,525,546	\$ 6,232,587
Total Receipts	\$ 12,873,036	\$ 14,732,518	\$ 14,246,041	\$ 20,677,637	\$ 20,364,586	\$ 17,503,892	\$ 20,238,451
<u>Disbursements</u>							
<u>Current</u>							
Personal Services	\$ 10,028,962	\$ 9,723,706	\$ 9,189,914	\$ 9,840,781	\$ 9,612,327	\$ 9,253,550	\$ 7,466,052
Supplies	295,572	298,548	290,837	374,442	352,711	352,807	386,373
Other Services and Charges	1,477,669	3,672,099	3,256,679	3,957,914	3,662,673	3,452,196	3,359,828
Capital Outlay	279,170	359,880	213,831	266,951	292,249	445,787	300,445
Other Disbursements	153,869	-	-	15,683	27,931	7,662	-
Total Current Disbursements	\$ 12,235,243	\$ 14,054,234	\$ 12,951,261	\$ 14,455,771	\$ 13,947,891	\$ 13,512,002	\$ 11,512,698
<u>Other Disbursements</u>							
Temporary Loans	\$ -	\$ -	\$ -	\$ 4,500,000	\$ 6,000,000	\$ 4,500,000	\$ 6,000,000
Transfers Out	-	-	-	-	-	-	1,950,919
Total Other Disbursements	\$ -	\$ -	\$ -	\$ 4,500,000	\$ 6,000,000	\$ 4,500,000	\$ 7,950,919
Total Disbursements	\$ 12,235,243	\$ 14,054,234	\$ 12,951,261	\$ 18,955,771	\$ 19,947,891	\$ 18,012,002	\$ 19,463,617
Excess (Deficiency) of Total Revnues Over (Under)							
Total Disbursements	\$ 637,794	\$ 678,284	\$ 1,294,780	\$ 1,721,866	\$ 416,695	\$ (508,110)	\$ 774,834
Fund Balances at January 1	\$ 5,432,595	\$ 4,754,311	\$ 3,459,531	\$ 1,737,665	\$ 1,320,970	\$ 1,829,080	\$ 1,054,246
Fund Balances at End of Year	\$ 6,070,389	\$ 5,432,595	\$ 4,754,311	\$ 3,459,531	\$ 1,737,665	\$ 1,320,970	\$ 1,829,080

Source: Indiana State Board of Accounts Financial Reports

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APPENDIX D

Ordinance No. 2021-09-21

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ORDINANCE NO. 2021-09-21

An Ordinance of the City of Crown Point, Indiana, authorizing the issuance and sale of bonds of the City for the purpose of providing funds to be used for the costs of funding capital improvements to City owned property and facilities to improve the quality of life of the City's citizens, including parking improvements, together with all necessary appurtenances, related improvements and equipment in connection therewith

WHEREAS, the City of Crown Point, Indiana ("City") is authorized by IC 36-4-6-19 as in effect on the date of issuance of the bonds authorized herein ("Act") to issue bonds to procure moneys to be used in the exercise of the powers of the City and for the payment of City debts; and

WHEREAS, the Common Council of the City ("Council") now determines that it is necessary and a proper exercise of the powers of the City to finance the costs of funding capital improvements to City owned property and facilities to improve the quality of life of the City's citizens, including parking improvements, together with all necessary appurtenances, related improvements and equipment in connection therewith (collectively, "Project"); and

WHEREAS, based upon the advice of the consultants for the City on the Project, the Council has determined that the estimated cost of the Project and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds to finance the Project will be in an amount not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000); and

WHEREAS, the Council finds that the cost of the Project will be financed by the issuance of bonds in an amount not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) for the purpose of providing funds to be applied to the cost of the Project, and that the bonds in such amount should now be authorized; and

WHEREAS, the Council has been advised that the total cost of the Project authorized herein will not exceed the lesser of: (i) \$5,575,689; or (ii) the greater of (a) one percent (1%) of the total gross assessed value of property within the City on the last assessment date, or (b) \$1,000,000, and, therefore, the bonds will not be issued to fund a controlled project as defined in IC 6-1.1-20-1.1; and

WHEREAS, the certified assessed valuation of taxable property in the City, as shown in the last final and complete assessment which was made in the year 2021 for state and county taxes collectible in the year 2022, is \$2,067,677,913 and the outstanding indebtedness counting towards the City's two percent constitutional debt limit is in the amount of \$8,565,000, excluding the bonds authorized herein; such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds;

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

Section 1. Determination to Proceed; Authorization and Details of Bonds. (a) The Council may proceed to undertake the Project.

(b) In order to procure funds with which to pay the cost of the Project, including the cost of issuance of the bonds on account of the Project, the Clerk-Treasurer is authorized and directed to have prepared and to issue and sell the bonds of the City, to be designated as "General Obligation Bonds of 2021," in an aggregate principal amount not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) ("Bonds") in accordance with the Act.

(c) The Bonds shall be sold at a price of not less than 99.0% of the par value thereof, and issued in fully registered form in denominations of \$5,000 or integral multiples thereof. The Bonds shall be numbered consecutively from 1 upward and shall bear interest at a rate or rates not

to exceed five percent (5.0%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 15 and July 15 of each year, commencing on the first January 15 or the first July 15 after the date of issuance of the Bonds, as determined by the Clerk-Treasurer, with the advice of the City's municipal advisor. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 15 and July 15 of each year with a final maturity date no later than January 15, 2037 and in such amounts which will either (i) produce as level annual debt service as practicable which assumes \$5,000 denominations, or (ii) produce as level annual debt service as practicable which assumes \$5,000 denominations, but also takes into account the annual debt service for other obligations of the City which are payable from property taxes.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities of January 15 or July 15 on the dates as determined by the successful bidder, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined in accordance with the above paragraph.

(d) The Clerk-Treasurer is authorized and directed to appoint a qualified banking institution to serve as Registrar and Paying Agent ("Registrar" or "Paying Agent") for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such bank as will enable the bank to perform the services required of a Registrar and Paying Agent. The Clerk-Treasurer

is further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the City and the successful bidder for the Bonds, the Clerk-Treasurer may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the fifteenth day of the month preceding an interest payment date ("Record Date"), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any lawful money 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.

(f) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or

Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) The Bonds shall bear an original date which shall be their issue date and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full. Notwithstanding anything to the contrary herein, the Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds.

(h) The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk-Treasurer. The use of electronic signatures by the Mayor and Clerk-Treasurer are authorized and affirmed with full valid legal effect and enforceability. The Bonds shall be authenticated with the manual

signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) The Bonds may be redeemable at the option of the City no sooner than January 15, 2027, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with no premium, plus in each case accrued interest to the date fixed for redemption. The exact redemption dates and redemption premiums, if any, shall be established by the Clerk-Treasurer with the advice of the City's municipal advisor prior to the sale of the Bonds.

(j) Any Bonds issued as term bonds, upon election of the successful bidder, shall be subject to mandatory sinking fund redemption on January 15 and July 15 at 100% of face value in accordance with the maturity schedule hereinafter determined in accordance with paragraph 1(c). The Registrar shall credit against the mandatory sinking fund requirement for any term bonds, and any corresponding mandatory redemption obligation, in the order determined by the City, any term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each term bond so delivered or canceled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date for that term bond. Any excess of such amount shall be credited on future redemption obligations, and the principal amount of that term bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced.

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

In either case, notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. 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 and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bonds or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust

with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

(k) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). Such book-entry Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any,

and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company

hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Form of Bond. The form of the Bonds shall be substantially as follows:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Crown Point, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE

OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

STATE OF INDIANA

COUNTY OF LAKE

CITY OF CROWN POINT, INDIANA
GENERAL OBLIGATION BOND OF 2021

[INTEREST RATE]	[MATURITY RATE]	ORIGINAL DATE	AUTHENTICATION DATE	[CUSIP]
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REGISTERED OWNER:

PRINCIPAL SUM:

The City of Crown Point, Lake County, Indiana ("City"), acknowledges itself indebted, and for value received hereby promises to pay, to the Registered Owner or registered assigns, the Principal Sum set forth above [on the Maturity Date set forth above] **OR** [on January 15 and July 15 on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the City's obligation with respect to the payment of the Principal Sum shall be discharged at the rate[s] per annum [specified above] **OR** [set forth on Exhibit A attached hereto] from the interest payment date immediately preceding the date of authentication of this bond unless this bond is authenticated on or before _____ 1, 20__, in which case interest shall be paid from the Original Date or unless this bond is authenticated between the first day of the month containing an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year, commencing _____, 20__.

The principal of and premium, if any, on this bond are payable at the principal office of _____ in the _____ of _____, _____ ("Paying Agent" or "Registrar"). Interest on this bond shall be paid by check mailed by first class mail one business day prior to the interest payment date, to the Registered Owner, as of the first day of the month containing an interest payment date, to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. [Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond.] If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

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

This bond is a general obligation of the City. The City covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in IC 6-1.1-18.5-8. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

This bond is [the only] one of an authorized issue of bonds of the City[, of like date, tenor and effect, except as to numbering, interest rate and date of maturity]; designated "General Obligation Bonds of 2021" aggregating _____ Dollars (\$_____); numbered consecutively from 1 upward; issued for the purpose of procuring funds to be applied on the costs of funding capital improvements to City owned property and facilities to improve the quality of life of the City's citizens, , including parking improvements, together with all necessary appurtenances, related improvements and equipment in connection therewith, and on account of the issuance of bonds therefor, which bonds are issued pursuant to a bond ordinance adopted by the Common Council of the City, on the ____ day of __, 2021 ("Ordinance"), authorizing the issuance and sale of bonds of the City and Title 36, Article 4, Chapter 6, Section 19 of the Indiana Code as in effect on the date of issuance of this bond.

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 or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the Registered Owner, as the case may be, in exchange therefor. The City, the Registrar and the Paying Agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds of this issue maturing on _____ 15, 20____, and thereafter, are redeemable at the option of the City on _____ 15, 20____, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value together with no premium, plus in each case accrued interest to the date fixed for redemption.

[The bonds maturing on _____ 15, 20____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>20__</u>	<u>Term Bond</u>
<u>Date</u>	<u>Amount</u>

*

***Final Maturity]**

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

[In either case,] notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless said notice is waived by the registered owner of this bond. Any 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, including interest accrued to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any bond shall not affect the validity of any proceedings for redemption of other bonds.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with that bank for payment, and the City shall have no further obligation or liability in respect thereto.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THE OWNER OF THIS BOND, BY THE ACCEPTANCE OF THIS BOND HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The bonds are 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 Common Council in its sole discretion, determines that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and the total issue of the

bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

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

IN WITNESS WHEREOF, the City of Crown Point, Lake County, Indiana, has caused this bond to be executed in the name of the City by the manual or facsimile signature of its Mayor, the seal of the City or a facsimile thereof to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Clerk-Treasurer.

CITY OF CROWN POINT, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Ordinance.

_____, as Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ [PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____] the within bond and does hereby constitute and appoint _____, attorney, to transfer the bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

(Registered Owner)

Signature guaranteed:

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

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

The following abbreviations, when used in the inscription of the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	as tenants in common
TEN 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 Transfer to Minors Act

(State)

Additional abbreviations may also be used though not in list above

[EXHIBIT A]

(End of bond form)

Section 3. Sale of Bonds; Official Statement. (a) Prior to the sale of the Bonds, the Clerk-Treasurer may cause to be published either (i) a notice of such sale two (2) times at least one (1) week apart in the newspaper or newspapers which meet the requirements of IC 5-3-1, with the first publication occurring at least fifteen (15) days prior to the sale date and the second

publication occurring at least three (3) days prior to the sale date, or (ii) a notice of intent to sell bonds in the *Indianapolis Business Journal* and the newspaper or newspapers which meet the requirements of IC 5-3-1, as described in (i) above, all in accordance with IC 5 1-11 and IC 5-3-1. A notice or summary notice of sale may be published in the *Indianapolis Business Journal* or *The Bond Buyer*, financial journals published in the City of Indianapolis and in the City and State of New York, respectively, in the discretion of the Clerk-Treasurer. If published, the notice shall state the purpose for which the Bonds are being issued, the total amount of the Bonds, the maximum rate of interest on the Bonds, the time and place of payment, the terms and conditions on which bids will be received and the sale made, and such other information as the Clerk-Treasurer, upon advice of counsel deems necessary. The notice will also state that the winning bidder will agree to assist the City in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f) ("Issue Price Regulation"). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the preliminary Official Statement and/or the bid form. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer to guarantee performance on the part of the bidder by 3:30 p.m. (EDT) 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 the proceeds of such deposit shall become the property of the City and shall be considered as its liquidated damages on account of such default.

Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding five percent (5.0%) or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of

one percent (1%). The rate bid on any maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. The Clerk-Treasurer shall award the Bonds to the highest responsible and qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the City, computing the total interest on all of the Bonds to the maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The Clerk-Treasurer shall have full right to reject any and all bids. If no acceptable bid is received at the time fixed in the notice for sale of the Bonds, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising, but during such continuation, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for such sale in the notice. No conditional bid or bid for less than 99.0% of all of the Bonds will be considered.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion as to the validity of the Bonds from Ice Miller LLP, bond counsel, of Indianapolis, Indiana, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the City Attorney and the services of the City's municipal advisor shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the Bonds prepared by the City's municipal advisor, on behalf of the City, is hereby authorized and approved and the Mayor or the Clerk-Treasurer is authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Clerk-Treasurer is hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission ("SEC Rule").

Section 4. Preparation of Bonds. The Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to execute the Bonds in a form and manner provided in this ordinance.

Section 5. Defeasance. If, when the Bonds or any portion thereof 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 a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, if any, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledges created under this ordinance.

Section 6. Deposit and Application of Bond Proceeds; Surplus to Bond Payment Fund. The Clerk-Treasurer is hereby authorized and directed to deposit the proceeds of the Bonds in a separate fund ("Bond Proceeds Fund") to pay for: (1) the cost of the Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the Bond Proceeds Fund may not be used for any other purpose. The Bond Proceeds Fund shall, in accordance with IC 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all Project costs and expenses are fully paid shall, in accordance with IC 5-1-13, be paid into and become a

part of the City's hereinafter defined Bond Payment Fund for the Bonds or used to reduce the rate or amount of ad valorem property taxes imposed by the City.

Section 7. Covenant to Levy Tax; Bond Payment Fund. In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax shall be deposited first, before any other deposits of tax revenues by the City, into a separate bond fund ("Bond Payment Fund") and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If the funds deposited into the Bond Payment Fund are then insufficient to meet and pay the principal of and interest on the Bonds as they become due, then the City covenants to transfer other available funds of the City to meet and pay the principal and interest then due on the Bonds.

Notwithstanding any other provision of this ordinance, the City may enter into an agreement with the Registrar and Paying Agent in which the Registrar agrees that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this ordinance, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

If the Clerk-Treasurer is designated as the Registrar and Paying Agent or if the agreement referred to in the preceding paragraph is not in place, the City covenants, under IC 6-1.1-20.6-10, to determine if the Bond Payment Fund has sufficient funds to pay the principal of and interest on

the Bonds at least five (5) days before such payments are due. If the Bond Payment Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the City agrees to the following:

(a) The Clerk-Treasurer shall determine or cause to be determined the amount of the deficiency in the Bond Payment Fund ("Deficiency"); and

(b) The Deficiency shall be immediately reported and a claim filed by the City with the Treasurer of the State of Indiana for an amount equal to such Deficiency.

Section 8. Tax Covenants and Representations. In order to preserve the exclusion of interest on 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 Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, the City represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the

proceeds of the Bonds. If the City enters into a management contract for any portion or all of the Project, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be 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 aggregate relates to no more than 10% of the proceeds of the Bonds.

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

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

(d) The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

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

of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

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

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

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

(i) The City represents that the Bonds are not private activity bonds as defined in Section 141 of the Code.

(j) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

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

Section 9. Continuing Disclosure. The Mayor and the Clerk-Treasurer are hereby authorized and directed to complete, execute and attest on behalf of the City a Continuing Disclosure Undertaking ("Undertaking") that complies with the requirements of the SEC Rule. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 10. Debt Limit Not Exceeded. The City represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the City at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the City's indebtedness.

Section 11. 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 12. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 13. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 14. Effective Date. This ordinance shall be in full force and effect immediately upon passage and approval by the Mayor.

Adopted this 27th day of September, 2021.

COMMON COUNCIL OF THE CITY OF
CROWN POINT, INDIANA



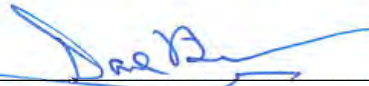
Presiding Officer

ATTEST:



Clerk-Treasurer

Presented by me to the Mayor of the City of Crown Point, Indiana, this 27th day of
September, 2021, at 6:30 p.m.



Clerk Treasurer

This ordinance signed and approved by me, the Mayor of the City of Crown Point, Indiana,
this 27th day of September, 2021, at 6:30 p.m.



Mayor

APPENDIX E

Form of Bond Counsel Opinion

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FORM OF BOND COUNSEL OPINION

Upon delivery of the Bonds in definitive form, Ice Miller LLP, Bond Counsel, proposes to render the following opinion with respect to the Bonds substantially in the form set forth below.

November 16, 2021

Robert W. Baird & Co., Inc.
Milwaukee, Wisconsin

Re: City of Crown Point, Indiana
General Obligation Bonds of 2021
Total Issue: \$3,750,000
Dated: November 16, 2021

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Crown Point, Indiana ("Issuer") of \$3,750,000 of its General Obligation Bonds of 2021, dated November 16, 2021 ("Bonds"). We have examined the law and the certified transcript of proceedings of the Issuer had relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render this opinion. We have relied upon the certified transcript of proceedings and certificates of public officials of the Issuer, including the Issuer's tax covenants and representations ("Tax Representations"), and we have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Bonds are the valid and binding general obligations of the Issuer.
2. The Bonds are payable from an ad valorem tax levied and collected on all taxable property of the Issuer; however, the Issuer's collection of the levy may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. The Issuer is required by law to fully fund the payment of principal of and interest on the Bonds in an amount sufficient to pay the debt service, regardless of any reduction in property tax collections due to the application of such tax credits.
3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Bonds is exempt from income taxation in the State of Indiana ("State"). This opinion relates only to the exemption of interest on the Bonds from State income taxes.
4. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and is not a specific preference item for purposes of the federal alternative minimum tax. This opinion is

Robert W. Baird & Co., Inc.
November 16, 2021
Page 2

conditioned on continuing compliance by the Issuer with the Tax Representations. Failure to comply with the Tax Representations could cause interest on the Bonds to lose the exclusion from gross income for purposes of federal income taxation retroactive to the date of issuance of the Bonds.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Bonds and we express no opinion relating thereto.

It is to be understood that the rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity. It is to be understood that the rights of the owners of the Bonds and the enforceability thereof may be subject to the valid exercise of the constitutional powers of the Issuer, the State and the United States of America.

Very truly yours,

APPENDIX F

Continuing Disclosure Undertaking Agreement

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CONTINUING DISCLOSURE UNDERTAKING CERTIFICATE

This CONTINUING DISCLOSURE UNDERTAKING CERTIFICATE ("Certificate") is made as of November 16, 2021, by the City of Crown Point, Indiana, a municipal corporation organized and existing under the laws of the State of Indiana ("Obligor") for the purpose of permitting Robert W. Baird & Co., Inc. ("Underwriter") to purchase the Obligor's \$3,750,000 of General Obligation Bonds of 2021, dated November 16, 2021 ("Bonds"), in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 ("SEC Rule") as published in the Federal Register on November 17, 1994.

WHEREAS, the Obligor is an Obligated Person (as defined in the SEC Rule) because ad valorem property taxes levied and collected on all taxable property in the City are the only source of funds (other than bond proceeds) pledged to pay the principal and interest due on the Bonds; and

WHEREAS, the Underwriter, by its agreement to purchase the Bonds, accepts and assents to this Certificate and the exchange of such purchase and acceptance for the promises of Obligor contained herein, and hereby assigns all its rights hereunder, as promisee, to the holders of the Bonds;

NOW, THEREFORE, in consideration of the payment for and acceptance of any Bonds by the Underwriter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby promises to the Underwriter:

Section 1. Definitions. The words and terms defined in this Certificate shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, shall have the meanings assigned to them in the SEC Rule.

- (1) "Bondholder" or "holder" or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the registered owner of any outstanding Bond, or the holders of beneficial interests in the Bonds.
- (2) "EMMA" is Electronic Municipal Market Access System established by the Municipal Securities Rulemaking Board.
- (3) "Final Official Statement" means the Official Statement, dated as of October 28, 2021, relating to the Bonds, including any document included by specific reference to such document filed with the MSRB.
- (4) "MSRB" means the Municipal Securities Rulemaking Board.

Section 2. Term. The term of this Certificate is from the date hereof to the earlier of (i) the date of the last payment of principal of and interest on the Bonds, or (ii) the date the

Bonds are defeased under Section 5 of the Bond Ordinance adopted by the Obligor on September 27, 2021 authorizing the Bonds ("Ordinance").

Section 3. Obligated Persons. The Obligor hereby represents and warrants as of the date hereof that it is the only Obligated Person with respect to the Bonds. If the Obligor is no longer committed by contract or other arrangement to support payment of the Bonds, such person shall no longer be considered an Obligated Person within the meaning of the SEC Rule and the continuing obligation under this Certificate to provide annual financial information and notices of events shall terminate with respect to such person.

Section 4. Provision of Financial Information. (a) The Obligor hereby undertakes to provide, with respect to the Bonds, the following annual financial information, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) To the MSRB, the report of the Indiana State Board of Accounts ("SBOA"), which may consist of either the Independent Accountant's Report or the Independent Auditor's Report, and the financial statements of the Obligor, as audited or examined by the SBOA, on an annual basis for each fiscal year, together with the opinion of the SBOA and all notes thereto (collectively, the "SBOA Report"), by the June 30 immediately following each annual period. Such disclosure of SBOA Report shall first occur by June 30, 2022 and shall be made by June 30 of every year thereafter, if the SBOA Report is delivered to the Obligor by June 15 of each annual period. If, however, the Obligor has not received the SBOA Report by such June 15 annual date, the Obligor agrees to (i) post a voluntary notice to the MSRB by June 30 of such annual period that the SBOA Report has not been received, and (ii) post the SBOA Report within 60 days of the Obligor's receipt thereof; and
- (2) To the MSRB, no later than June 30 of each year, beginning June 30, 2022, the most recent annual financial information for the Obligor including (i) unaudited financial statements of the Obligor, and (ii) operating data (excluding any demographic information or forecast) of the general type included under the following headings in Appendix B and C in the Final Official Statement (together, with the SBOA Report, the "Annual Information"), provided, however, that the updated Annual Information may be provided in such format as the Obligor deems appropriate:

APPENDIX B

- Per Capita and Debt Ratio Analysis
- Assessed Value
- Analysis of the City of Crown Point Tax Rate
- Five-Year History of Property Taxes
- Largest Taxpayers

APPENDIX C

- Schedule of Receipts and Disbursements

(b) If any Annual Information relating to the Obligor referred to in paragraph (a) of this Section 4 no longer can be provided because the operations to which they related have been materially changed or discontinued, a statement to that effect, provided by the Obligor to the MSRB, along with any other Annual Information required to be provided under this Certificate, shall satisfy the undertaking to provide such Annual Information. To the extent available, the Obligor shall cause to be filed along with the other Annual Information, operating data similar to that which can no longer be provided.

(c) The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit A attached hereto.

(d) The Obligor agrees to make a good faith effort to obtain Annual Information. However, failure to provide portions of Annual Information because it is unavailable through circumstances beyond the control of the Obligor shall not be deemed to be a breach of this Certificate. The Obligor further agrees to supplement the Annual Information filing when such data is available.

(e) Annual Information required to be provided pursuant to this Section 4 may be provided by a specific reference to such Annual Information already prepared and previously provided to the MSRB. Any information included by reference shall also be (i) available to the public on the MSRB's Internet Web Site, or (ii) filed with the Securities and Exchange Commission.

(f) All continuing disclosure filings under the Certificate shall be made in accordance with the terms and requirements of the MSRB at the time of such filing. Currently, the SEC has approved the submission of continuing disclosure filings with EMMA, and the MSRB has requested that such filings be made by transmitting such filings electronically to EMMA at www.emma.msrb.org.

Section 5. Accounting Principles. The Obligor's financial statements will be prepared in accordance with financial reporting provisions as prescribed by the SBOA, as in effect from time to time, as described in the SBOA Report and notes accompanying the SBOA Report or those mandated by state law from time to time. The SBOA Report, as described in Section 4(a)(1) hereof, is either (i) an audit of the Obligor's financial statements conducted in

accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, or (ii) an examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Section 6. Reportable Events. The Obligor undertakes to disclose the following events within 10 business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws), to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed in MSRB:

- (1) non-payment related defaults;
- (2) modifications to rights of Bondholders;
- (3) bond calls;
- (4) release, substitution or sale of property securing repayment of the Bonds;
- (5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;
- (6) appointment of a successor or additional trustee or the change of name of a trustee; and
- (7) solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, incurrence of a financial obligation (as defined in the SEC Rule) of the Obligor or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligor, any of which affect security holders.

The Obligor undertakes to disclose the following events, within 10 business days of the occurrence of any of the following events, regardless of materiality, to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed in MSRB:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;

- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) defeasances;
- (6) rating changes;
- (7) adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;
- (8) tender offers;
- (9) bankruptcy, insolvency, receivership or similar event of the obligated person; and
- (10) solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation (as defined in the SEC Rule) of the Obligor, any of which reflect financial difficulties.

The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit B attached hereto.

Section 7. Use of Agent. The Obligor may, at its sole discretion, utilize an agent ("Dissemination Agent") in connection with the dissemination of any information required to be provided by the Obligor pursuant to the SEC Rule and the terms of this Certificate. If a Dissemination Agent is selected for these purposes, the Obligor shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to EMMA, and the MSRB.

Further, the Obligor may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Obligor in making judgments with respect to the scope of its obligations hereunder and compliance therewith, all in order to further the purposes of this Certificate.

Section 8. Failure to Disclose. If, for any reason, the Obligor fails to provide the Annual Information as required by this Certificate, the Obligor shall provide notice of such failure in a timely manner to EMMA or to the MSRB, in the form of the notice attached as Exhibit C.

Section 9. Remedies.

(a) The purpose of this Certificate is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Obligor in satisfaction of the SEC Rule. This Certificate is solely for the benefit of (i) the Underwriter, and (ii) the Bondholders and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Obligor for any failure to carry out any provision of this Certificate shall be for specific performance of the Obligor's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Ordinance or any other agreement to which the Obligor is a party and shall not give rise to any other rights or remedies.

(b) Subject to paragraph (d) of this Section 9, in the event the Obligor fails to provide any information required of it by the terms of this Certificate, any holder of Bonds may pursue the remedy set forth in the preceding paragraph in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy.

(c) Subject to paragraph (d) of this Section 9, any challenge to the adequacy of the information provided by the Obligor by the terms of this Certificate may be pursued only by holders of not less than 25% in principal amount of Bonds then outstanding in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such persons are holders of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue the remedy set forth in the preceding paragraph.

(d) Prior to pursuing any remedy for any breach of any obligation under this Certificate, a holder of Bonds shall give notice to the Obligor, by registered or certified mail, of such breach and its intent to pursue such remedy. Thirty (30) days after the receipt of such notice, or upon earlier response from the Obligor to this notice indicating continued noncompliance, such remedy may be pursued under this Certificate if and to the extent the Obligor has failed to cure such breach.

Section 10. Modification of Certificate. The Obligor may, from time to time, amend or modify this Certificate without the consent of or notice to the holders of the Bonds if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Obligor, or type of business conducted, (ii) this Certificate, as so amended or modified, would have complied with the requirements of the SEC Rule on the date hereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances, and (iii) such amendment or modification does not materially impair the interests of the holders of the Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Bonds pursuant to the terms of Section 13

of the Ordinance at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds this Certificate) is permitted by the SEC Rule, as then in effect.

Section 11. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Certificate and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

Section 12. Severability Clause. In case any provision in this Certificate shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Successors and Assigns. All covenants and agreements in this Certificate made by the Obligor shall bind its successors, whether so expressed or not.

Section 14. Notices. All notices required to be given under this Certificate shall be made at the following addresses:

If to the Obligor:	City of Crown Point, Indiana
	Attn: Clerk-Treasurer
	101 North East Street
	Crown Point, IN 46307

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IN WITNESS WHEREOF, the Obligor has caused this Certificate to be executed as of the day and year first hereinabove written.

CITY OF CROWN POINT, INDIANA

Mayor

ATTEST:

Clerk-Treasurer

EXHIBIT A

CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

The undersigned, on behalf of the City of Crown Point, Indiana, as the Obligor under the Continuing Disclosure Undertaking Certificate, dated November 16, 2021 ("Certificate"), hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Certificate) which is required to be provided pursuant to Section 4(a) of the Certificate.

Dated: _____.

CITY OF CROWN POINT, INDIANA

DO NOT EXECUTE - FOR FUTURE USE ONLY

EXHIBIT B

CERTIFICATE RE: REPORTABLE EVENT DISCLOSURE

The undersigned, on behalf of the City of Crown Point, Indiana, as Obligor under the Continuing Disclosure Undertaking Certificate, dated November 16, 2021 ("Certificate"), hereby certifies that the information enclosed herewith constitutes notice of the occurrence of a reportable event which is required to be provided pursuant to Section 6 of the Certificate.

Dated: _____.

CITY OF CROWN POINT, INDIANA

DO NOT EXECUTE - FOR FUTURE USE ONLY

EXHIBIT C

NOTICE TO MSRB OF FAILURE TO FILE INFORMATION

Notice is hereby given that the City of Crown Point, Indiana ("Obligor") has not provided the Annual Information as required by Section 4(a) of the Continuing Disclosure Undertaking Certificate, dated as of November 16, 2021.

Dated: _____

CITY OF CROWN POINT, INDIANA

DO NOT EXECUTE - FOR FUTURE USE ONLY

APPENDIX G

Final Debt Service Schedule

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CROWN POINT, INDIANA

General Obligation Bonds of 2021

Final Debt Service Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
11/16/2021					
7/15/2022	90,000	2.00%	\$ 50,165.10	\$ 140,165.10	
1/15/2023	90,000	2.00%	36,881.25	126,881.25	\$ 267,046.35
7/15/2023	100,000	2.00%	35,981.25	135,981.25	
1/15/2024	100,000	2.00%	34,981.25	134,981.25	270,962.50
7/15/2024	100,000	2.00%	33,981.25	133,981.25	
1/15/2025	100,000	2.00%	32,981.25	132,981.25	266,962.50
7/15/2025	110,000	2.00%	31,981.25	141,981.25	
1/15/2026	110,000	2.00%	30,881.25	140,881.25	282,862.50
7/15/2026	120,000	2.00%	29,781.25	149,781.25	
1/15/2027	120,000	2.00%	28,581.25	148,581.25	298,362.50
7/15/2027	120,000	2.00%	27,381.25	147,381.25	
1/15/2028	120,000	2.00%	26,181.25	146,181.25	293,562.50
7/15/2028	120,000	2.00%	24,981.25	144,981.25	
1/15/2029	120,000	2.00%	23,781.25	143,781.25	288,762.50
7/15/2029	120,000	2.00%	22,581.25	142,581.25	
1/15/2030	130,000	2.00%	21,381.25	151,381.25	293,962.50
7/15/2030	130,000	2.00%	20,081.25	150,081.25	
1/15/2031	130,000	2.00%	18,781.25	148,781.25	298,862.50
7/15/2031	130,000	2.00%	17,481.25	147,481.25	
1/15/2032	130,000	2.00%	16,181.25	146,181.25	293,662.50
7/15/2032	140,000	2.00%	14,881.25	154,881.25	
1/15/2033	140,000	2.00%	13,481.25	153,481.25	308,362.50
7/15/2033	140,000	2.00%	12,081.25	152,081.25	
1/15/2034	140,000	2.00%	10,681.25	150,681.25	302,762.50
7/15/2034	150,000	2.00%	9,281.25	159,281.25	
1/15/2035	150,000	2.00%	7,781.25	157,781.25	317,062.50
7/15/2035	150,000	2.00%	6,281.25	156,281.25	
1/15/2036	150,000	2.125%	4,781.25	154,781.25	311,062.50
7/15/2036	150,000	2.125%	3,187.50	153,187.50	
1/15/2037	150,000	2.125%	1,593.75	151,593.75	304,781.25
	<u>\$ 3,750,000</u>		<u>\$ 649,040.10</u>	<u>\$4,399,040.10</u>	<u>\$ 4,399,040.10</u>

Appendix I

IDNR Natural Heritage Data Center Threatened & Endangered Species List

Division of Nature Preserves
402 W. Washington St., Rm W267
Indianapolis, IN 46204-2739

December 3, 2021

Anna Starks
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Dear Anna Starks:

I am responding to your request for information on the threatened or endangered (T&E) species, high quality natural communities, and natural areas for the Crown Point Wastewater Utility Improvements Project located within Lake County, Indiana. The Indiana Natural Heritage Data Center has been checked and included you will find a datasheet with information on the T&E species documented within 0.5 mile of the project area.

The T&E vascular plant occurrence is historical and does not occur precisely at the project site. Therefore, if project activities are limited to only within the proposed project area, no impacts are expected on this occurrence.

If you need a review of the impacts to the animal species mentioned or a general environmental review, you can submit the project information to Christie Stanifer, DNR Environmental Coordinator, at environmentalreview@dnr.in.gov (preferred), or send to the street address below. For more help or guidance contact Christie Stanifer at cstanifer@dnr.in.gov.

Department of Natural Resources
Environmental Review
Division of Fish and Wildlife
402 W. Washington Street, Room W273
Indianapolis, IN 46204

The information I am providing does not preclude the requirement for further consultation with the U.S. Fish and Wildlife Service as required under Section 7 of the Endangered Species Act of 1973. If you have concerns about potential Endangered Species Act issues you should contact the Service at their Bloomington, Indiana office.

U.S. Fish and Wildlife Service
620 South Walker St.
Bloomington, Indiana 47403-2121
812-334-4261

Anna Starks

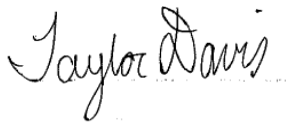
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Please note that the Indiana Natural Heritage Data Center relies on the observations of many individuals for our data. In most cases, the information is not the result of comprehensive field surveys conducted at particular sites. Therefore, our statement that there are no documented significant natural features at a site should not be interpreted to mean that the site does not support special plants or animals.

Due to the dynamic nature and sensitivity of the data, this information should not be used for any project other than that for which it was originally intended. It may be necessary for you to request updated material from us in order to base your planning decisions on the most current information.

Thank you for contacting the Indiana Natural Heritage Data Center. You may reach me at (317)233-2558 if you have any questions or need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Davis".

Taylor Davis
Indiana Natural Heritage Data Center

Enclosure: datasheet

December 3, 2021

INDIANA HERITAGE DATA WITHIN 0.5 MILE OF: Crown Point Wastewater Utility Improvements, Lake County

Sci. Name	Com. Name	State	Fed.	Date	Site
Bird					
Cistothorus palustris	marsh wren	SE		1996	THOMAS SPORRE WILDLIFE REFUGE
Vascular Plant					
Lathyrus venosus	smooth veiny pea	SE		1916	SE OF CROWN POINT

Fed: E = Federal endangered; T = Federal threatened; C = Federal candidate species

State: SE = State endangered; ST= State threatened; SR = State rare; SSC = State species of special concern; SG = State significant; WL = watch list; no rank - not ranked but tracked to monitor status

Appendix J

Deep River Portage Burns Total Maximum Daily Load Report & the Proposed Crown Point WWTP

Deep River Portage Burns Total Maximum Daily Load Report (TMDL) & the Proposed Crown Point WWTP

TMDL Report History

The Deep River-Portage Burns watershed (HUC-10: 0404000105) is located in northwest Indiana along Lake Michigan and drains a total of 180 square miles. The Deep River-Portage Burns watershed is broken up into nine (9) subwatersheds (HUC-12 level). The TMDL Report was originally approved by US EPA on September 26, 2014, with a subsequent revision to the TMDL approved by US EPA on June 19, 2019. This TMDL was developed for *E.coli*, phosphorus, dissolved oxygen, impaired biotic communities, and siltation. The report is available to review on IDEM's website at <https://www.in.gov/idem/nps/resources/total-maximum-daily-load-reports/deep-river-portage-burns/>.

Sources of Parameter Loading

A variety of sources of the addressed parameters are discussed and included in the TMDL Report. This includes regulated point sources (wastewater treatment plants (WWTPs), municipal separate storm sewer systems, combined sewer overflows (CSOs), sanitary sewer overflows, industrial facilities, and construction activities) as well as nonpoint sources (unregulated urban storm water and agricultural runoff). At the time the TMDL report was written, there were seven (7) permitted WWTPs located within the entire Deep River-Portage Burns watershed.

Headwaters of Main Beaver Dam Ditch (040400010501) & Main Beaver Dam Ditch (040400010502) Subwatersheds – Impairments & WWTPs

The Headwaters of Main Beaver Dam Ditch subwatershed ("Headwaters MBDD") comprises about 10% of the total watershed area; Main Beaver Dam Ditch subwatershed ("MBDD") comprises about 15% of the total watershed area.

In the Headwaters MBDD, the only WWTP is the Crown Point WWTP. Crown Point has one (1) main outfall at the treatment plant, and then four (4) CSO outfalls located within this subwatershed. There are no WWTPs within MBDD, though there is one (1) Combined Sewer Overflow (CSO) outfall for Crown Point located within this subwatershed.

Sampling in Headwaters MBDD showed elevated *E.coli*, TSS, and total phosphorus levels. The elevated total phosphorus levels were attributed to exceedances at Crown Point WWTP; therefore, no TMDL was calculated for total phosphorus as the in-stream benchmark was believed to be met with completion of Crown Point's Long Term Control Plan (LTCP) and compliance with the limitation and percent removal requirement for total phosphorus. . TMDLs for both *E.coli* and TSS were calculated for this subwatershed.

Sampling in MBDD showed elevated *E.coli*, total phosphorus, and TSS levels. Therefore, TMDLs were calculated for these parameters. Below is the table summarizing the TMDL allocations for MBDD.

TMDL Total Phosphorus Allocations (lbs/day)					
Allocation Category	Very High Flows	Higher Flow Conditions	"Normal" Flows	Lower Flow Conditions	Low Flows
LA	106.42	25.95	16.08	7.43	3.40
Future Growth	8.14	1.99	0.85	0.39	0.18
WLA	48.26	11.79	0.00	0.00	0.00
MOS (5%)	8.57	2.09	0.89	0.41	0.19
TMDL = LA+WLA+MOS	171.39	41.82	17.82	8.23	3.77

TMDL Development

The TMDLs developed are comprised of different components; the sum of these must allow for attainment of the in-stream water criteria or benchmark for the parameter of concern (0.3 mg/l for total phosphorus) for all flow regimes. The Load Allocation (LA) is the loading calculated for unregulated nonpoint sources; the Wasteload Allocation (WLA) is the loading calculated for regulated sources; the Margin of Safety (MOS) accounts for uncertainty in the relationship between pollutant loads and quality of the receiving waterbody; and finally the Future Growth category is included to leave some room for new sources to come into the watershed without having to modify or recalculate the TMDL. These different parts of the TMDL are calculated for each flow regime of the stream to ensure the in-stream benchmark is always met. Each of the allocation categories are required to be met at each flow regime in order to comply with the TMDL.

Proposed Crown Point WWTP – Total Phosphorus TMDL

The proposed secondary Crown Point WWTP would be located in MBDD; therefore, it would be subject to the above TMDL table. *E.coli* and TSS allocations would not be a concern, as the in-stream benchmarks are such that compliance with the limitations included in the NPDES permit for the new facility ensure attainment of these benchmarks. However, the total phosphorus limitation included in NPDES permits for new major NPDES facilities is greater than the in-stream benchmark (1 mg/l vs 0.3 mg/l). Therefore, this aspect had to be examined in greater detail to determine if the new WWTP would fit under the "Future Growth" allocation within the existing TMDL.

The proposed plant would start with a design rating of 2 mgd, with the possibility of eventually expanding to 11.5 mgd. Assuming a standard 1 mg/l limitation for total phosphorus, this would result in 16.7 lbs/day of total phosphorus being permitted for the initial build of a 2 mgd facility. Because all flow scenarios must be accounted for, this greatly exceeds the 0.18 lbs/day future growth allocation in the low flows regime. Further assessments were done to determine options that would allow the construction of the new WWTP within the watershed and maintain compliance with the TMDL. Any changes to the TMDL Report will be subject to US EPA approval.

Proposed Crown Point WWTP – Factors Considered and Examined

The TMDL for MBDD was recalculated to account for the additional flow from the proposed new plant; scenarios for a 2mgd facility, 8 mgd facility, and 11.5 mgd facility were examined. In addition to considering the flow coming from the new facility, the elimination and reduction of untreated CSO discharges upstream from the proposed facility were taken into account, as well as the elimination of septic systems. It was determined that due to the land use and the nonpoint sources identified, that

there are no options that would allow for implementation of nonpoint source best management practices by the City of Crown Point to decrease the loading in the LA portion of the TMDL and increase the amount that could be used for the WLA portion of the TMDL. This is largely due to the fact that it is the low flow regime TMDL that has the lowest TMDL, and at low flows the primary source will be point sources; it is in the higher flow regimes that nonpoint sources have a larger impact.

Proposed Crown Point WWTP – Limitations Achieving TMDL Compliance

The recalculated TMDL resulted in the following limitations for total phosphorus for the proposed Crown Point WWTP:

- 2 mgd WWTP: 0.6 mg/l
- 8 mgd WWTP: 0.34 mg/l
- 11.5 mgd WWTP: 0.31 mg/l

These limitations would be implemented in the NPDES permit as a monthly average limitation, and attainment of them would achieve compliance with the TMDL at all flow regimes.

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (hereinafter "Agreement"), made and entered into by and between **Edward J. Hein** and **LBL Development LLC** (hereinafter collectively "Donor") and **CITY OF CROWN POINT, INDIANA** (hereinafter "City").

WITNESSETH:

Donor hereby agrees to donate to City, and City hereby agrees to accept from Donor, the real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana consisting of approximately 44 acres and generally depicted on Exhibit A attached hereto (such real estate, including improvements, being hereinafter called the "Real Estate") to be used only for public purposes as a sanitary sewer treatment facility and related activities upon the following terms and conditions:

SECTION 1. DONATION AND POSSESSION.

1.01. Donation. The donation of the Real Estate shall occur within thirty (30) days of the items listed in Section 3 being completed ("Donation Date"). On the Donation Date, Donor shall deliver to City a duly executed and acknowledged Warranty Deed conveying marketable title in fee simple to the Real Estate, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions other than those of record as reflected in the Title Report and Survey, as hereinafter defined, and the restriction that the Real Estate is to be used for a sewer treatment facility and related activities, and all other documents necessary to close this transaction.

1.02. Fees. Donor and City shall be separately responsible for any expenses or fees each party separately expends related to this transaction including but not limited to attorney fees, survey expenses, deed preparation, title search fee, and title policy premiums.

1.03. Possession. Upon execution of this Agreement, City shall have a license to enter onto the Real Estate for any and all purposes of preparing to utilize the Real Estate for the purposes set forth herein. City shall have full and complete possession of the Real Estate on the Donation Date. Donor shall maintain liability insurance on the Real Estate until the Donation Date and the risk of loss shall pass to the City upon the Donation Date.

SECTION 2. TAXES AND ASSESSMENTS

2.01. Taxes. Donor agrees to pay any and all taxes and assessments on the Real Estate, if any, due until title is transferred to City at the Donation Date and the parties further agree that the taxes and assessments on the Real Estate shall be prorated until the Donation Date on a calendar year basis as of the day immediately prior to such date.

2.02. Penalties. Donor hereto agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section.

SECTION 3. EVIDENCE OF TITLE AND SURVEY.

3.01. Title Insurance. City acknowledges that the City may obtain a title commitment issued by the title company selected by the City ("Title Report") for the City's review. It is understood and agreed that Donor is not obligated to secure issuance of an Owner's title insurance policy but that City may obtain such a policy at its discretion and expense on or after the Donation Date. Donor agrees to transfer the Real Estate to the City free and clear of any encumbrances.

3.02. Survey. Donor shall have prepared a survey to legally describe the Real Estate. The Donor and City shall reasonably work together on the final legal description of the Real Estate, which is part of a larger parcel of property owned by Donor to allow for the Real Estate to be not less than 44 acres.

SECTION 4. ASSIGNMENT.

4.01. With notice to the City, Donor may assign this Agreement to a to be formed entity in which Donor owns.

SECTION 5. ACCEPTANCE.

5.01. Acceptance. The City has performed its inspections of the Real Estate herein described and upon the Donation Date the City will be deemed to accept the Real Estate in its present condition. Donor shall not in any way change the condition of Real Estate or the improvements or natural growth upon the Real Estate from the date of execution of this Agreement through the Donation Date.

SECTION 6. SANITARY SEWER AND WATER SERVICE.

6.01. Invert Elevation. The City covenants and agrees that as part of its Waste Water Treatment Plant construction, and within five (5) years of the Donation Date, that the City, at its cost, will install two (2) receiving pipes which shall provide non-exclusive service to the Donor's property and such receiving pipes shall be constructed in the public right of way along 121st Ave. and at the south property line of the Real Estate in accordance with Exhibit B attached hereto and incorporated herein by reference.

6.02. Sanitary Sewer Service. The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for sanitary sewer service connections by the Donor for real estate which may be owned by Donor as such real estate is generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.

This Section 6.02 in no way obligates the City to run/install sanitary sewer lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise, except as provided in Section 6.01 and the installation of such lines as described in Section 6.01 and the City allowing Donor to connect to and utilize such lines going to a functional treatment facility shall constitute "providing service" for purposes of this Agreement.

6.03. Water Service. The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for water service connections by the Donor for real estate which may be owned by Donor as generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.

This Section 6.03 in no way obligates the City to run/install water service lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise.

6.04. Connection Fees. The terms of this Agreement in no way shall provide Donor with any waiver of water, sewer, connection, development or user fees which are required by City Ordinance. Moreover, Donor acknowledges that certain water, sewer, connection, development or user fees will be applicable to any residential or commercial development it intends to proceed upon within the area described on Exhibit C and agrees to pay the enacted Ordinance fees.

SECTION 7. GENERAL AGREEMENTS.

7.01. This Agreement shall bind and inure to the benefit of the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

7.02. Headings are for reference only, and do not affect the provisions of this Agreement. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

7.03. If any action of law or in equity shall be brought for any recovery sought under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, each party shall be responsible for its own attorney's fees and shall not seek attorney's fees from the other party.

7.04. The failure or omission of either party to enforce any of his rights or remedies upon any breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of his rights or remedies upon any subsequent default.

7.05. The provisions of this Agreement shall survive the Donation Date.

7.06. Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to

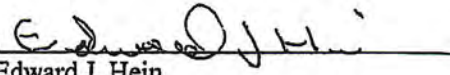
be notified at his last known address and deposited in a United States Post Office mail box, certified or registered, postage prepaid.

The address of the Donor is: Edward J. Hein/LBL Development LLC
c/o Timothy R. Kuiper
Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, Indiana 46307
tkuiper@austgenlaw.com

The address of the City is: City of Crown Point, Indiana
101 North East Street
Crown Point, IN 46307

With copy to: City of Crown Point Legal Department
P.O. Box 794
Crown Point, IN 46308

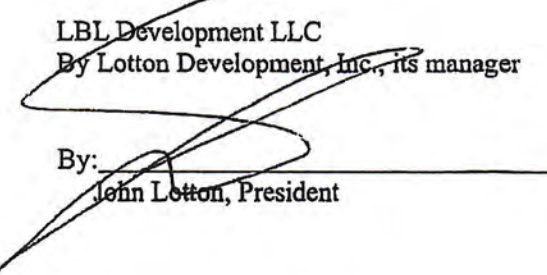
IN WITNESS WHEREOF, City and Donor have executed this Agreement on this 16th
day of May, 2023.

By: 
Edward J. Hein

Attest:



LBL Development LLC
By Lotton Development, Inc., its manager

By: 
John Lotton, President

Attest:



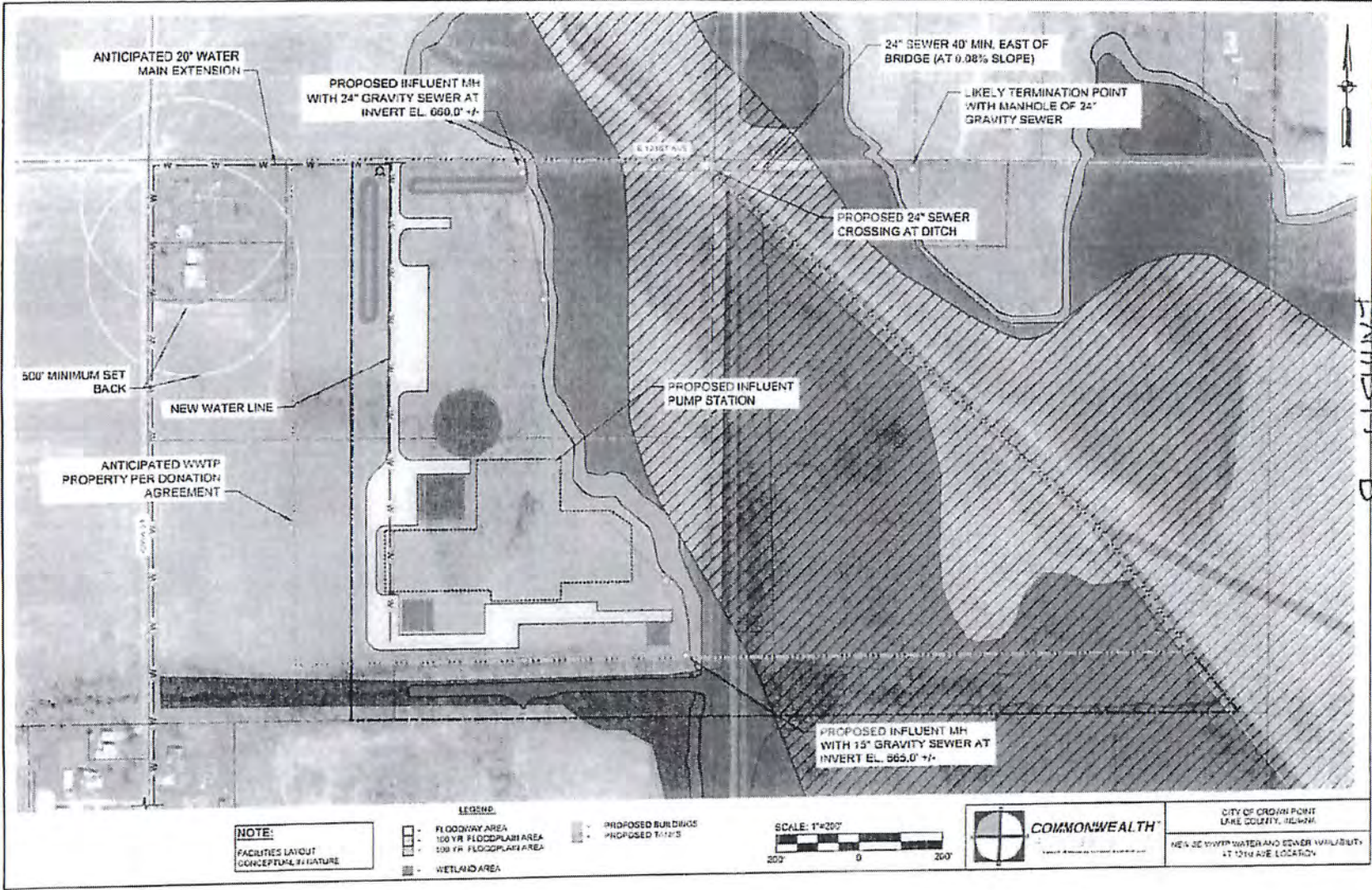
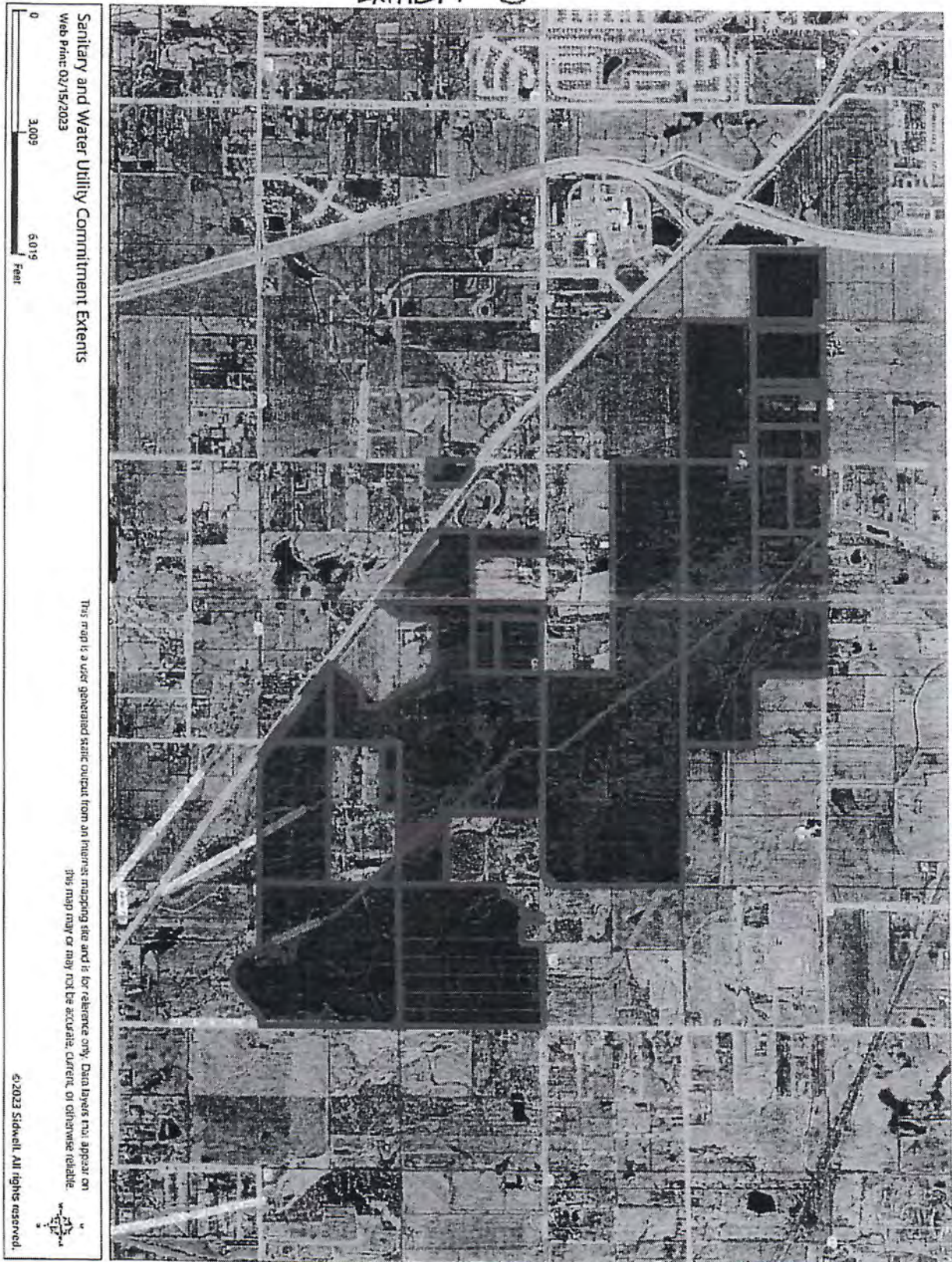


EXHIBIT B

EXHIBIT C



Real Property Maintenance Report
(INFORMATION NOT INTENDED FOR LEGAL PURPOSES)

Lake

2025 Pay 2026

Owner: City Of Crown Point
Owner Party: City of Crown Point
Address: 101 N East ST Crown Point, IN 46307 USA

Location Address: 2051 E 121ST AVE CROWN POINT, IN 46307

QQSec: QSec: se Sec: 14 Township: 34
Range: 8 Acres: 15.4 Block: Plat:
Sub Sec: Lot: Sub Lot: Sub Division:

Location Description:

Brief legal Description: N.1/2 of NW.1/4 SE.1/4 S.14 T.34 R.8 Ex. W.325ft 15.4Ac
Not intended for legal purposes

Assessments:

Homestead Land	0	Homestead Improv	0
NonHomestead Land	0	NonHomestead Improv	0
Commerical Apt Land	0	Commercial Apt Improv	0
Long Term Care Land	0	Long Term Care Improv	0
Agricultural Land	0	Mobile Home Land	0
Non-res Land	0	Non-res Improv	0
Total Assessed:			0
Net Assessed:			0

Surplus Payment: 0.00 Over Payment: 0.00
Advance Payment: 0.00

Charges:

Tax Set/Unit	Charge Type	Total Charge	Balance Due
		0.00	0.00
		0.00	0.00

Property Number: 45-16-14-400-011.000-041

Property Type: Real

Map Number: 03-07-0010-0008

Tax Set: 041-Center Twp

Property Class: 640 Exempt Municipality

Zoning Type:

Use Type:

Bankruptcy Code:

Tax Sale:

Neighborhood:

No. Of Households: 0

TIF District:

Base AV: 0

Base Res AV: 0

Incremental AV: 0

Tax Rate: 02.0161

PTRC All AV: 17.8114

PTRC 1% AV: 00.0000

PTRC 2% AV: 00.0000

PTRC 3% AV: 00.0000

PTRC Residential AV: 00.0000

Under Appeal Value:

O & G Fixed Late Filing: No

O & G Calc Late Filing: No

CB Homestead: 01.0000

CB Res LTC Ag: 02.0000

CB Non HS and Pers: 03.0000

CB Over 65: 102.0000

Deductions:

Deduction Type	Deduction Amount	Over Written Flag
	0	

Tax Year: 2025 Pay 2026
Property Number: 45-16-14-400-011.000-041
Owner Party: City of Crown Point

Specials:

Unit/Descr	Type	Valuation Type	Tax Set	Basis
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*Indicates overwritten amount

Transfers:

Transfer Date, Type, & Status	From Property Number	To DeededOwner & Address	To Legal Description	Instrument Date & Type	Recorded Date, Book & Page
7/26/2023 Split Property Complete	45-16-14-400-003.000-041	City Of Crown Point City of Crown Point 101 N East ST Crown Point IN 46307 USA	N.1/2 of NW.1/4 SE.1/4 S.14 T.34 R.8 Ex. W.325ft 15.4Ac	7/13/2023 Warranty Deed	Deed 2023 523975

Party Types:

Party Type	Party Name	Address	Email Address	Phone Number
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PT NW SE S.14 T.34 R.6 17.50 AC.

UNIT 03 07-0010-0008
2051 E 121ST AVE CP -46307

2051 E 121ST AVE

[illegible]

GEORGE & MATHILDA HEIN
6475 HARRISON ST.
CROWN POINT, IND. 7-10-8
PT. NW. SE. S. 14 T. 34 R. 8 27.50 AC.

Real Estate Assessment and Transfer Record
LAKE COUNTY, INDIANA

Consumer Comment Part 2
Assessment No. 45992
ADDITIONAL INFORMATION
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17.50 Ac.		

1360

1360

Year	Key Number	Land	Buildings	Total Valuation	Exemptions	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1968	70010	8	1,360	1,360		90%	Trans. 20 Ac. to K.7-10-20	Dec.26/79	Dec.28/79	WD#1412	df
1969		1,530		1,530		Re-assessed	Joseph G. & Lyn Hein, H&W 2675 W. 63rd Ave., Merrillville, IN 46410 ADD. CHG. PER OWNER: 671 Meadow Lane, Crown Point, IN 46307	6/16/80	6/23/80	WD #777	eg
1970											
1971											
1972											
1973											
1974											
1975											
1976											
1977	77/60	5000		5000		Re-assessed					

SHEPHERD PRESS, INC. HAMMOND, IND.

Alt. Private

HERMAN PATZ
R. 1
CROWN POINT, IND. 7-10-8
PT NW SE S.14 T.34 R.8 37.50 AC.

31.30 5-0 4
Real Estate Assessment and Transfer Record
LAKE COUNTY, INDIANA

Consumer Comment Part 2

ADD Case No. 45992
Grantors in Doc. #268 of 286 Patz,
Helen & Melvin Rosenthal, Lawrence &
Josephine Patz, Kenneth & Doris Patz
Grantors in Doc. 218290, Dorothy & Clifton
Childers

3

7-10-8

Year	Key Number	Land	Buildings	Total Valuation	Exemptions	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1958		1175		1175			George & Mathilda Hein	Oct. 30-59	Nov. 17-59	EX TR.	D.
							Int. of Minnie Patz (widow) & other heirs	Oct. 30-59	Nov. 17-59	TWO	
							to George & Mathilda Hein	Oct. 27-59	Nov. 17-59	O.C.D.	
1959										#218288	
1960											
1961											
1962		1360		1360		Reason					
7-0-1-0-8		1,360		1,360		.00					
1963											
1964											
1965											
7-0-1-0-8		1,360		1,360		.00					
1966											
1967											

HERMAN PATZ,
R. 1
CROWN POINT, IND. 7-10-8
NW. SE. S.14 T.34 R.8 40 A.

Real Estate Assessment and Transfer Record
LAKE COUNTY, INDIANA

Consumer Comment Part 2
ADDITIONAL CAUSE NO. 45902
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PT. NW SE 20-50A-37-50A.

Unit CENTER

Key Number 7-10-8

3

7-10-8

Year	Key Number	Land	Buildings	Total Valuation	Exemptions	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1948	7 10 8	1800		1800			Trans. 1.50A. to K. 7-10-12	Sep.17-49	Sep.29-49	W.D. #426929	
1949		1730		1730		9+6K/12	Trans. 1A. to K. 7-10-15	Aug.31-57	Sep.4-57	W.D. #50397	
1950	7 10 8	1225		1225							
1951											
1952											
1953											
1954											
1955											
1956		1175		1175		PF+6K/13					
1957											

HERMAN PATS

7-10-8

NW. SE. S.14 T.34 R.8 40 A.

3

7-10-8

Real Estate Assessment and Transfer Record
LAKE COUNTY, INDIANA

Center

Unit

7-10-8

Key Number

Consumer Comment Part 2

ADDITIONAL CAUSE NO. 45992

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Year	Key Number	Land	Buildings	Total Valuation	Exemptions	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1938	7-10-8	1800		1800							
1939											
1940											
1941											
1942											
1943											
1944											
1945											
1946											
1947											

Real Property Maintenance Report
(INFORMATION NOT INTENDED FOR LEGAL PURPOSES)

Lake

2025 Pay 2026

Owner: City Of Crown Point
Owner Party: City Of Crown Point
Address: 101 N East ST Crown Point, IN 46307 USA

Location Address: 12291 IOWA ST CROWN POINT, IN 46307

QQSec: QSec: Sec: 14 Township: 34
Range: 8 Acres: 11.94 Block: Plat:
Sub Sec: Lot: Sub Lot: Sub Division:

Location Description:

Brief legal Description: Pt. S.1/2 NW.1/4 SE.1/4 S.14 T.34 R.8 11.94Ac
Not intended for legal purposes

Assessments:

Homestead Land	0	Homestead Improv	0
NonHomestead Land	0	NonHomestead Improv	0
Commerical Apt Land	0	Commercial Apt Improv	0
Long Term Care Land	0	Long Term Care Improv	0
Agricultural Land	0	Mobile Home Land	0
Non-res Land	0	Non-res Improv	0
Total Assessed:			0
Net Assessed:			0

Surplus Payment: 0.00 Over Payment: 0.00
Advance Payment: 0.00

Charges:

Tax Set/Unit	Charge Type	Total Charge	Balance Due
		0.00	0.00
		0.00	0.00

Property Number: 45-16-14-400-012.000-041

Property Type: Real

Map Number: 03-07-0010-0020

Tax Set: 041-Center Twp

Property Class: 640 Exempt Municipality

Zoning Type:

Use Type:

Bankruptcy Code:

Tax Sale:

Neighborhood:

No. Of Households: 0

TIF District:

Base AV: 0

Base Res AV: 0

Incremental AV: 0

Tax Rate: 02.0161

PTRC All AV: 17.8114

PTRC 1% AV: 00.0000

PTRC 2% AV: 00.0000

PTRC 3% AV: 00.0000

PTRC Residential AV: 00.0000

Under Appeal Value:

O & G Fixed Late Filing: No

O & G Calc Late Filing: No

CB Homestead: 01.0000

CB Res LTC Ag: 02.0000

CB Non HS and Pers: 03.0000

CB Over 65: 102.0000

Deductions:

Deduction Type	Deduction Amount	Over Written Flag
	0	

Tax Year: 2025 Pay 2026
Property Number: 45-16-14-400-012.000-041
Owner Party: City Of Crown Point

Specials:

Unit/Descr	Type	Valuation Type	Tax Set	Basis
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*Indicates overwritten amount

Transfers:

Transfer Date, Type, & Status	From Property Number	To DeededOwner & Address	To Legal Description	Instrument Date & Type	Recorded Date, Book & Page
7/26/2023 Split Property Complete	45-16-14-400-004.000-041	City Of Crown Point City Of Crown Point 101 N East ST Crown Point IN 46307 USA	Pt. S. 1/2 NW. 1/4 SE. 1/4 S. 14 T. 34 R. 8 11.94Ac	7/13/2023 Warranty Deed	Deed 2023 523975

Party Types:

Party Type	Party Name	Address	Email Address	Phone Number
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Consumer Comment Part 2
Cause No. 45992
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[illegible]

JOSEPH G. & LYN HEIN, H&W
2675 W. 63rd AVE.
MERRILLVILLE, IN 46410

Real Estate Assessment and Transfer Record

7-10-20

LAKE COUNTY, INDIANA

SE 1/4 of NW SE S.14 T.34 R.8
20 AC.

3

7-10-20

Consumer Comment Part 2

ADDITIONAL INFORMATION Case No. 45992

20 Ac. fr. K. 7-10-8 WD#1412 Dec 1979 The SE 1/4 of NW 1/4 of SE 1/4 S.14 T.34 R.8 cntng
20 Ac. M/L

Page 274 of 286

Year	Key Number	Land	Buildings	Total Valuation	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1980		1,300		1,300		ADD. CHG. PER OWNER: 671 Meadow Lane, Crown Point, IN 46307 6/5/91 1s				
1981										
1982										
1983										
1984										
1985										
1986										
1987										
1988										
1989										

Real Estate Assessment and Transfer Record
LAKE COUNTY, INDIANA

Consumer Comment Part 2
ADDITIONAL INFORMATION
Case No. 45992
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Unit 3
Key 7-10-20

Year	Key Number	Land	Buildings	Total Valuation	Reason for Value Change	Transfers to	Date of Instrument	Date of Transfer	Kind of Instrument	All or Part
1980		<i>E d.</i>	<i>1979</i>							
1981										
1982										
1983										
1984										
1985										
1986										
1987										
1988										
1989										

NON-TAXABLE

Jul 26 2023

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2023-523975
07/27/2023 11:02 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 1
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

WARRANTY DEED

THIS INDENTURE IS TO WITNESS that Edward J. Hein, **Conveys and Warrants** to CITY OF CROWN POINT, INDIANA, a municipal corporation, for and in consideration of Ten 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, Indiana, to-wit:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 325.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE, 1004.40 FEET; THENCE SOUTH 47 DEGREES 02 MINUTES 59 SECONDS EAST, 1224.90 FEET; THENCE SOUTH 36 DEGREES 47 MINUTES 33 SECONDS EAST, 434.61 FEET; TO A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 02 SECONDS WEST, ALONG SAID PARALLEL LINE, 2169.23 FEET TO A LINE 325.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 23 MINUTES 14 SECONDS EAST, ALONG SAID PARALLEL LINE, 1178.12 FEET; TO THE PLACE OF BEGINNING; ALL IN LAKE COUNTY, INDIANA.

PARCEL NO.: Part of 45-16-14-400-007.000-041; 45-16-14-400-004.000-041; and 45-16-14-400-003.000-041

Subject to all covenants, restrictions, easements and rights-of-way of record.

Signed and sealed this 13th day of July, 2023.

By: Edward J. Hein
Edward J. Hein



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 13th day of July, 2023, personally appeared Edward J. Hein, and acknowledged the free and voluntary execution of the above and foregoing warranty deed.

Witness my hand and notarial seal.

Philip J. Ignarski
Notary Public
Resident of: Lake County, IN

Comm.No. NPO655004
Expires: 6/26/30

Mail tax bills to: City of Crown Point, Indiana, 101 N. East St., Crown Point, IN 46307

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 and this document was prepared by Timothy R. Kuiper, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main Street, Crown Point, Indiana 46307.

23-12685

HOLD FOR MERIDIAN TITLE CORP



Sue McKendry <citizen8694@gmail.com>

FOIA/APRA

Alex Kutanovski <akutanovski@crownpoint.in.gov>
To: "citizen8694@gmail.com" <citizen8694@gmail.com>

Fri, Apr 4, 2025 at 1:29 PM

The City of Crown Point has determined that your request for documentation related to:

(All communications, texts, email, fax & standard letter mail between the city of Crown Point, John Lotton, Ed Hein, LBL Developers, J3 LLC, Lotton Development, Marvin Crook, Dennis Caudill, Mississippi Parkway Partners, Jeff Ban, DVG Engineering, Mayor David Uran, Mayor Pete Land, All City of Crown Attorneys, All City of Crown Point Council members, All City of Crown Point Board members on any board, the Crown Point City Clerk Treasurer, All City of Crown Point Department Heads and any and all representative of any of these afore mentioned parties in relation to the donor agreement for the following parcels related to the Crown Point proposed wastewater treatment plant at 121st Avenue and Iowa Street Crown Point, IN:

- Parcel ID: 45-16-14-400-011.000-041 Street Address: [2051 E 121st Avenue Crown Point, IN 46307](#) Legal Description: N.1/2 of NW.1/4 SE.1/4 S.14 T.34 R.8 Ex. W.325ft 15.4Ac
- Parcel ID: 45-16-14-400-012.000-041 Street Address: [12291 Iowa Street Crown Point, IN 46307](#) Legal Description: Pt. S.1/2 NW.1/4 SE.1/4 S.14 T.34 R.8 11.94Ac
- Parcel ID: 45-16-14-400-013.000-041 Street Address: E 121st AVE Legal Description: Pt. NE.1/1 SE.1/4 S.14 T.34 R.8 Ly'ng W. of Creek 16.84Ac)

is vague and not reasonably particular as to the documentation requested as required under Indiana code 5-14-3-3(a)(1). If there is a specific document(s) that you are seeking related to the above-referenced parcels of real estate, please advise.

Alexander Kutanovski
City Attorney
Crown Point City Legal Department
Ph: 219-662-3258
Fax: 219-323-8620

Email: akutanovski@crownpoint.in.gov

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Sue McKendry <citizen8694@gmail.com>

RESPONSE TO FOIA/APRA NO. 60

1 message

Alex Kutanovski <akutanovski@crownpoint.in.gov>
To: "citizen8694@gmail.com" <citizen8694@gmail.com>

Fri, Apr 25, 2025 at 10:08 AM

With regard to FOIA/APRA request related to:

- 1) Communications between city officials or staff and Edward J. Hein and/or LBL Development LLC regarding the real estate donor agreement between Edward J. Hein and LBL Development LLC and the City of Crown Point, executed on May 16, 2023;**
- 2) Internal communications among city staff or officials discussing the agreement;**
- 3) Records of any meetings where this agreement was discussed, including notes, emails, agendas, minutes, or recordings;**
- 4) Documentation of any appraisals, valuations, or assessments related to the real estate involved in the agreement;**
- 5) Copies of any agreements between Edward J Hein and LBL Development presented to the city in the course of discussing and deciding whether or not the city would enter into this aforementioned real estate donor agreement;**

the City hereby below provides you with a response in the same order as above.

- 1) The City's records do not contain any written communications that would be responsive to the request. City officials and staff held telephone calls and in person meetings on the matter.
- 2) The City's records do not contain any internal communications that would be responsive to the request. City staff or officials held telephone calls and in person meetings on the matter.
- 3) The City does not maintain such a record of any meetings that would be responsive to this request other than the City Council or Board of Works meetings. The agendas and meeting minutes for the City Council and Board of Works meetings can be found on the City's website at www.crownpoint.in.gov

Crown Point, IN | Official Website

Crown Point Fire Rescue offers CPR training to the public on the second Tuesday of each month. Read on...

www.crownpoint.in.gov

- 4) The City has assembled the documentation responsive to your request. The reproduction cost for the documents is \$10.50. Upon receipt of the payment by the City of Crown Point Clerk Treasurer, the document can be obtained.
- 5) The City's records do not contain any document which would be responsive to the request.

Respectfully,

Alexander Kutanovski
City Attorney
Crown Point City Legal Department
Ph: 219-662-3258
Fax: 219-323-8620

Email: akutanovski@crownpoinpoint.in.gov

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City of Crown Point FOIA Request

Fill out the following form in order to submit a Request for Public Information

If additional information is needed for the submission, email cp-foia@crownpoint.in.gov. In the subject line, please include your name and date of submission.

1. Department *

Communications



2. I want to *

☐ Inspect records

☒ Obtain records

3. Records start date *

1/1/2022



4. Records end date *

2/16/2025



5. What are the records that are being requested? *

All communications, texts, email, fax & standard letter mail between the city of Crown Point, John Lotton, Ed Hein, LBL Developers, J3 LLC, Lotton Development, Marvin Crook, Dennis Caudill, Mississippi Parkway Partners , Jeff Ban, DVG Engineering, Mayor David Uran, Mayor Pete Land, All City of Crown Attorneys, All City of Crown Point Council members, All City of Crown Point Board members on any board, the Crown Point City Clerk Treasurer, All City of Crown Point Department Heads and any an all representative of any of these afore mentioned parties in relation to the donor agreement for the following parcels related to the Crown Point proposed wastewater treatment plant at 121st Avenue and Iowa Street Crown Point, IN:

- Parcel ID: 45-16-14-400-011.000-041 Street Address: 2051 E 121st Avenue Crown Point, IN 46307 Legal Description: N.1/2 of NW.1/4 SE.1/4 S.14 T.34 R.8 Ex. W.325ft 15.4Ac
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- Parcel ID: 45-16-14-400-013.000-041 Street Address: E 121st AVE Legal Description: Pt. NE.1/1 SE.1/4 S.14 T.34 R.8 Ly'ng W. of Creek 16.84Ac

6. I understand that by requesting a copy of this record, there may be a copy fee. *

☐ I agree

7. Phone Number *

7658070421

8. Email Address *

citizen8694@gmail.com

9. Street Address, City, State, Zip *

481 E 114th Avenue Crown Point, IN 46307

10. Print Name *

I hereby acknowledge that the information being entered on this application is correct and accurate.

Susan McKendry



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CITY OF CROWN POINT

Peter D. Land
Mayor

LEGAL DEPARTMENT

David H. Nicholls
City Attorney

Alexander Kutanovski
First Assistant City Attorney

Joseph S. Irak
Assistant City Attorney

Mark K. Gruenhagen
Assistant City Attorney

Lori S. Mauk
Executive Office Manager

MAY 1, 2025

CITY OF CROWN POINT RESPONSE TO FOIA/APRA NO. 59 VIA EMAIL ONLY

Ms. Susan McKendry

Crown Point Address restricted under Ind. Code 36-1-85-7

Ms. McKendry;

Please be advised your request No. 59 APRA&FOIA for certain records received April 1, 2025
Has been received and with regards to it the City finds that all records related to communication
Between it an Edward Hein, John Lotton and/or LBL Development LLC;

The request is vague and not reasonably particular as to the documentation requested as required
Under Code 5-14-3-3(a)(1) in that it seeks "any and all records and communications between
Generally listed parties and no description of any topic, If there is a specific document(s) that
You are seeking please advise.

Sincerely,

David H. Nicholls
General Counsel

www.crownpoint.in.gov

P.O. Box 794 • Crown Point, IN 46308

Office (219) 662-3258

Fax (219) 323-8620



Sue McKendry <citizen8694@gmail.com>

New FOIA Request - Ticket Number 59

1 message

FOIA <FOIA@crownpoint.in.gov>

Tue, Apr 1, 2025 at 3:13 PM

To: "citizen8694@gmail.com" <citizen8694@gmail.com>

This request has been received. It will be reviewed and responded to in a reasonable amount of time.

New FOIA Request is now available for review. Ticket Number: 59

Date Submitted: 4/1/2025 8:13:36 PM

Department: Planning / Zoning

Type: Obtain records

Requested Records: All records and communications related between the City of Crown Point, Edward Hein, John Lotton and/or LBL Development LLC.

Name: Susan McKendry

Phone Number: 7658070421

Email address: citizen8694@gmail.com

Address: Crown Point, Indiana Restricted Address under IC36-1-8.5-7

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Sue McKendry <citizen8694@gmail.com>

New FOIA Request - Ticket Number 60

1 message

FOIA <FOIA@crownpoint.in.gov>

Fri, Apr 4, 2025 at 5:02 PM

To: "citizen8694@gmail.com" <citizen8694@gmail.com>

This request has been received. It will be reviewed and responded to in a reasonable amount of time.

New FOIA Request is now available for review. Ticket Number: 60

Date Submitted: 4/4/2025 10:02:34 PM

Department: Legal

Type: Obtain records

Requested Records: 1) Communications between city officials or staff and Edward J. Hein and/or LBL Development LLC regarding the real estate donor agreement between Edward J. Hein and LBL Development LLC and the City of Crown Point, executed on May 16, 2023; 2) Internal communications among city staff or officials discussing the agreement; 3) Records of any meetings where this agreement was discussed, including notes, emails, agendas, minutes, or recordings; 4) Documentation of any appraisals, valuations, or assessments related to the real estate involved in the agreement; 5) Copies of any agreements between Edward J. Hein and LBL Development presented to the city in the course of discussing and deciding whether or not the city would enter into this aforementioned real estate donor agreement.

Name: Susan McKendry

Phone Number: 7658070421

Email address: citizen8694@gmail.com

Address: Crown Point, Indiana Restricted Address under IC36-1-8.5-7

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Sue McKendry <citizen8694@gmail.com>

A request made (No. 28) ie; Vague,Undecipherable, nonsensiical,, unrelatable, gibberish

David Nicholls <dhnicholls@ameritech.net>

Fri, Apr 4, 2025 at 12:24 PM

To: citizen8694@gmail.com

Cc: David Nicholls <dnicholls@crownpoint.in.gov>, Kat Whitesell <kwhitesell@crownpoint.in.gov>, Lori Mauk <lmauk@crownpoint.in.gov>, Dana Voss-Stepp <dvoss-stepp@crownpoint.in.gov>

Ms. McKendry;

The request made while appearing to be particular is applicable to nothing in relatable form that would allow relatable realistic characterization allowing a reasonable search within normal clerical standards. The brain it flows from must be as garbled as the requester . Therefore unless the requester can make legitimate requests rather than just spout unrealistic terminology with no context making unrealistic requests regarding whatever this gibberish is this request shall remain denied.

David H. Nicholls

General Counsel

Indiana Atty. No. 9624-45