BILL NO. S-22-09-19 As Amended **ORDINANCE NO.** S-18-22

An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith

WHEREAS, the City of Fort Wayne ("City") now owns and operates a municipal waterworks in accordance with the provisions of Title 8, Article 1.5 of the Indiana Code, as in effect on the date of delivery of the bonds herein authorized ("Act"); and

WHEREAS, the Board of Public Works ("Board") of the City has adopted a resolution advising the Common Council of the City ("Common Council") that the waterworks is in need of certain additions, improvements and extensions; and

WHEREAS, the Common Council has considered the Board's resolution and has determined that certain additions, improvements and extensions to said works are necessary and that preliminary plans and specifications and estimates have been prepared and filed by the engineers employed by the City for the construction of said additions, improvements and extensions, as more fully described on Exhibit A attached hereto and made a part hereof ("Project"), which preliminary plans and specifications and engineering estimates have been or will be approved by the Common Council and by all governmental authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("Department"); and

WHEREAS, the City will advertise for and receive bids for the construction of the Project, which bids will be subject to the City's determination to construct the Project and subject to the City's obtaining funds to pay for the Project; that on the basis of said engineering

estimates, the maximum cost of the Project, including incidental expenses, is in the estimated amount of Thirteen Million Dollars ($13,000,000); and

WHEREAS, the Common Council finds that it does not have sufficient funds on hand available to apply to the costs of the Project, and that the entire cost of the Project is hereby authorized to be financed by the issuance of waterworks revenue bonds, in one or more series, and, if necessary, bond anticipation notes, in one or more series, in an aggregate principal amount not to exceed $13,000,000; and

WHEREAS, the Common Council finds that there are outstanding bonds payable out of the Net Revenues (as hereinafter defined) of the City's waterworks designated: (a) "Waterworks Revenue Bonds of 2011, Series B" ("2011B Bonds"), now outstanding in the amount of $17,753,000 and maturing annually over a period ending December 1, 2031; (b) "Waterworks Revenue Bonds of 2012" ("2012 Bonds"), now outstanding in the amount of $28,335,000 and maturing annually over a period ending December 1, 2032; (c) "Waterworks Revenue Bonds of 2014" ("2014 Bonds"), now outstanding in the amount of $58,720,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2034; (d) "Waterworks Revenue Bonds of 2019, Series A" ("2019A Bonds"), now outstanding in the amount of $10,910,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2039; (e) "Waterworks Revenue Bonds of 2019, Series B" ("2019B Bonds"), now outstanding in the amount of $6,894,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2048; (f) "Waterworks Revenue Bonds of 2019, Series C" ("2019C Bonds"), now outstanding in the amount of $20,319,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through

December 1, 2048; and (g) "Waterworks Revenue Bonds of 2021" ("2021 Bonds"), now outstanding in the amount of $44,480,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2044, which 2011B Bonds, 2012 Bonds, 2014 Bonds, 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds each constitute a first charge upon the Net Revenues of the waterworks; and

WHEREAS, the terms and conditions of the ordinances authorizing the issuance of the now outstanding 2011B Bonds, 2012 Bonds, 2014 Bonds 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds (hereinafter collectively, "Outstanding Bonds") provide that additional revenue bonds may be issued on a parity with the Outstanding Bonds provided certain tests are met, and the City finds that the finances of the waterworks are such as will enable meeting the conditions for the issuance of additional parity bonds and that, accordingly, the additional revenue bonds to be issued hereunder shall rank on a parity with the Outstanding Bonds; and

WHEREAS, except for the Outstanding Bonds, the City has no outstanding revenue bonds or other pledges against the Net Revenues of the Waterworks;

WHEREAS, the City desires to authorize the issuance of bond anticipation notes ("BANs") hereunder, in one or more series, if necessary, payable from the proceeds of waterworks revenue bonds issued hereunder and to authorize the refunding of the BANs, if issued; and

WHEREAS, the City is subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC"); the approval of the IURC will be obtained by the City prior to the issuance of the bonds authorized in this ordinance; and

WHEREAS, the City may enter into a Financial Assistance Agreement, Funding Agreement, Grant Agreement, and/or Financial Aid Agreement with the Indiana Finance

Authority ("Authority") together with any subsequent amendments thereto, as part of its drinking water loan program, supplemental drinking water and waste water assistance program, water infrastructure assistance program, and/or water infrastructure grant program ("IFA Program") established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (collectively, "Financial Assistance Agreement") if any bonds or BANs are sold to the Authority through its IFA Program; and

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

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

WHEREAS, the City reasonably expects to reimburse certain preliminary costs of the Project with proceeds of debt to be incurred by the City in an amount not to exceed $13,000,000; and

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

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

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

Section 1. Authorization of Project; Reimbursement. The City shall proceed with the construction of the Project in accordance with the cost estimates and the preliminary plans and specifications heretofore prepared and filed by the consulting engineers employed by the City and are hereby adopted and approved, and by reference made a part of this ordinance as fully as if the same were attached hereto and incorporated herein. Two copies of the preliminary plans and specifications and the cost estimates are on file in the office of the Clerk of the City ("Clerk") and open for public inspection pursuant to IC 36-1-5-4. The estimated cost of construction of the Project will not exceed the sum of $13,000,000, plus investment earnings on the bond and BAN proceeds. The terms "waterworks," "waterworks system," "system," "works," and other like terms where used in this ordinance shall be construed to mean and include the Drinking Water System, as defined in the Financial Assistance Agreement, and includes the City's existing water distribution system, and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions, and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, including the Project. The Project shall be constructed in accordance with the preliminary plans and specifications heretofore mentioned, which preliminary plans and specifications are hereby approved. The Project shall be constructed and the bonds herein authorized shall be issued pursuant to and in accordance with the Act.

The City hereby declares its official intent to complete the Project; to reimburse certain costs of completing the Project with proceeds of debt to be incurred by the City, and to issue debt

not exceeding $13,000,000 in aggregate principal amount for purposes of paying and reimbursing costs of the Project.

In the event the bonds herein authorized or the BANs are purchased by the Authority as part of the IFA Program, on behalf of the City, the Common Council hereby (i) agrees to own, operate and maintain the waterworks and the Project for their useful life and (ii) represents and warrants to the Authority that the City has no intent to sell, transfer or lease the waterworks or the Project for their useful life.

Section 2. Issuance of BANs and Bonds. (a) The City shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply to the cost of the Project. The City shall issue its BANs, in one or more series, in an aggregate amount not to exceed Thirteen Million Dollars ($13,000,000) to be designated "[Taxable] Waterworks Bond Anticipation Notes of ___" (to be completed with the year in which issued and appropriate series designation, if any). The BANs shall be numbered consecutively from 1 upward, shall be sold at a price not less than 99% of their par value or at a price not less than 100% of their par value if sold to the Authority as part of the IFA Program, shall be in multiples of One Dollar ($1) if sold to the Authority as part of its IFA Program or in denominations of One Thousand Dollars ($1,000) or integral multiples thereof if sold to another purchaser, as set forth in the hereinafter defined Purchase Agreement for the BANs, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 5% per annum (the exact rate or rates to be determined through negotiation) payable upon maturity. The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 5% per annum (the exact rate or rates to be negotiated). The term of the

BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

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

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 if sold to the Authority, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The principal of and interest on the BANs shall be payable solely from the issuance of revenue bonds pursuant to and in the manner prescribed by the Act. The revenue bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), of the waterworks of the City after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and transfers for payment in lieu of property taxes ("PILOTs")) of the waterworks of the City, on a parity with the Outstanding Bonds. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance.

The City shall issue its waterworks revenue bonds, in one or more series, in an aggregate principal amount not to exceed $13,000,000 to be designated "[Taxable] Waterworks Revenue Bonds of _____" (to be completed with the year in which issued and series designation, if any) ("Bonds") for the purpose of procuring funds to be applied on the cost of the Project, funding the

Reserve Account continued herein, the payment of costs of issuance, refunding the BANs, if issued, and all other costs related to the Project. Each series of Bonds shall be sold at a price of not less than par value if sold to the Authority as part of its IFA Program or not less than 99% of their par value if sold to any other purchaser, as applicable, and shall be issued in the denomination of One Dollar ($1) or any multiple thereof consistent with the requirements of the Authority if sold to the Authority through its IFA Program or in denominations of Five Thousand Dollars ($5,000) each or integral multiples thereof if sold to any other purchaser, numbered consecutively from 1 upward, dated as of the date of delivery, and shall bear interest at a rate or rates not exceeding five percent (5%) per annum (the exact rate or rates to be determined by bidding or through negotiation with the Authority as part of its IFA Program), payable semiannually on June 1 and December 1 in each year, beginning on the first June 1 or the first December 1 following the date of delivery of the Bonds, as determined by the Controller of the City ("Controller") with the advice of the City's municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and the Bonds shall mature annually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on December 1 of each year, through December 1, 2032, and semiannually thereafter on June 1 and December 1 commencing June 1, 2033, over a period ending no later than thirty-five (35) years after their date of issuance, and in such amounts that will either: (i) produce as level annual debt service as practicable taking into account the annual debt service on the Outstanding Bonds and all Bonds issued hereunder; or (ii) if the Bonds are sold to the Authority as part of its IFA Program, allow the City to meet the coverage and/or amortization requirements of the IFA Program. If the Bonds are sold to the Authority as part of its IFA Program, such debt service schedule shall be finalized and set forth

in the Financial Assistance Agreement. The Bonds shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent.

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 on December 1 for Bonds that mature annually and on June 1 and December 1 for Bonds that mature semiannually on the dates as determined by the successful bidder, but in no event later than the last serial maturity 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 principal payment dates which are hereinafter determined in accordance with the above paragraph.

Each series of Bonds issued hereunder shall rank on a parity for all purposes under this ordinance, including the pledge of Net Revenues.

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

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

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If

required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on (or both) such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bonds otherwise contained herein).

Section 3. Registrar and Paying Agent; Book-Entry Provisions. (a) The Controller is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Bonds ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds. The Controller is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Controller is further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Sinking Fund (hereinafter defined) established to pay the principal of and interest on the Bonds as fiscal agency charges.

As to the BANs and as to the Bonds, if the purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and, in that case, is hereby charged with the performance of and all duties of and responsibilities of Registrar and Paying Agent.

(b) If the Bonds or BANs are sold to the Authority through its IFA Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and

as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority, as part of its IFA Program, is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

If such Bonds are not sold to the Authority as part of its IFA Program or if wire transfer payment is not required, the principal of the Bonds and the principal and interest on the BANs shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Bonds shall be paid by check mailed to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. 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. 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). 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.

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

(c) 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 in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City, 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.

(d) The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in

which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sinking Fund continued in Section 15 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

(e) Interest on the Bonds sold to the Authority as part of its IFA Program shall be payable from the date or dates of payment made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(f) 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"). The 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 4. Redemption of Bonds and BANs. (a) The BANs are prepayable by the City, in whole or in part, on any date, upon 20 days' notice to the owner of the BANs, without premium.

(b) For any Bonds sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, or any date thereafter, on sixty (60) days' notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(c) For any series of Bonds not sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no earlier than eight (8) years after their date of delivery and on any date thereafter, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity, on thirty (30) days' notice, at face value, with a premium no greater than 1%, plus accrued interest to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(d) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or cancelled shall be

credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption at one time, the Bonds to be redeemed shall be selected by lot within a maturity 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.

(e) Notice of redemption shall be given not less than sixty (60) days for Bonds sold to the Authority as part of its IFA Program and not less than thirty (30) days for Bonds sold to any other purchaser prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the City as of the date which is sixty-five (65) days for Bonds sold to the Authority as part of its IFA Program and forty-five (45) days for Bonds sold to any other purchaser prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for

redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 5. Execution and Negotiability. Each series of Bonds and BANs shall be executed in the name of the City by the manual, facsimile or electronic signature of the Mayor of the City ("Mayor"), countersigned by the manual, facsimile or electronic signature of the Controller, and attested by the manual, facsimile or electronic signature of its Clerk, and the seal of the City shall be affixed, imprinted or impressed to or on each of the Bonds and BANs manually, electronically, by facsimile or any other means; and these officials, by the execution of a signature and no litigation certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds or BANs. In case any officer whose signature or electronic or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The officers have full authority to execute any and all documents necessary to issue the Bonds and/or BANs and the use of electronic signatures by the officers are hereby authorized and affirmed with full valid legal effect and enforceability.

The Bonds and BANs shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, 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. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF FORT WAYNE
[TAXABLE] WATERWORKS REVENUE BONDS OF _____[, SERIES _____]

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

(SEE EXHIBIT A)

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above, **[**or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,**]** on **[**the Maturity Date set forth above**]** **OR** **[**June 1 and December 1 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 Principal Sum shall be fully paid at the interest rate**[**s**]** per annum stated **[**above**]** **OR** **[**on Exhibit A attached hereto**]** from **[**the dates of payment made on this bond**]** **OR** **[**the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20__, which case it shall bear interest from the Original Date,**]** which interest is payable semiannually on June 1 and December 1 of each

year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the [designated trust] office of _____ ("Registrar") or ("Paying Agent"), in the _____ of _____, _____]. All payments of [principal of and] interest on this bond shall be paid by [check mailed one business day prior to the interest payment date] **OR** [paid by wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] **OR** [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 the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City [[to be] [issued in series]][, of like date, tenor and effect, except as to numbering, interest rate[, series designation,] and date of maturity]; in the total amount of _____ Dollars ($_____); numbered consecutively from 1 up; issued for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipally owned waterworks system of the City[, to refund interim notes issued in anticipation of the bonds] and to pay issuance expenses. This bond is issued pursuant to an ordinance adopted by the Common Council of the City on the ___ day of _____, 2022, entitled "An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 8-1.5 as in effect on the date of delivery of the bonds of this issue ("Act").

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants pertaining to the waterworks project and the purchase of this bond as part of the drinking water loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, [including the Waterworks Revenue Bonds of _____, Series ___ ("Series ____ Bonds")] and any bonds hereafter issued on a parity therewith are payable solely from the Waterworks Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as the gross revenues, inclusive of System Development Charges (as defined in the Ordinance), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and payments in lieu of property taxes) of the waterworks of the City. This bond and the issue of which it is a part rank on a parity with the Outstanding Bonds (as defined in the Ordinance) [and the Series ____ Bonds], in accordance with the terms thereof.

The City irrevocably pledges the entire Net Revenues of the waterworks to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Outstanding Bonds [and the Series ____ Bonds], to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of [operation, repair and maintenance] **OR** [Operation and Maintenance (as defined in the Financial Assistance Agreement, as defined in the Ordinance)] of the waterworks and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for under Indiana law.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the waterworks, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the waterworks, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge against the Net Revenues of said works, on a parity with the Outstanding Bonds [and the Series ____ Bonds].

The bonds of this issue maturing on _____ 1, 20__, and thereafter, are redeemable at the option of the City on _____ 1, 20__, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, in [inverse] [the] order of maturity [as determined by the City] and by lot within a maturity, at face value together with the following premiums:

____% if redeemed on _____, or thereafter
on or before _____;

____% if redeemed on _____, or thereafter
on or before _____;
____% if redeemed on _____, or thereafter
prior to maturity;

plus in each case accrued interest to the date fixed for redemption**[**; provided, however, if the bonds are sold to the IFA Program and registered in the name of the Authority, the bonds shall not be redeemable at the option of the City unless and until consented to by the Authority**]**.

[The bonds maturing on _____ 1, 20_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

____Term Bond		____Term Bond	
Date	Amount	Date	Amount
*		*	

*Final Maturity**]**

Each **[**One Dollar ($1)**]** **OR** **[**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 shall be selected by lot by the Registrar. **[**If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.**]**

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

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

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the **[**designated trust**]** office of the Registrar by the registered owner hereof in person, or by his 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 his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized 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. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

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

The bonds maturing in any one year are issuable only in fully registered form in the denomination of **[**$5,000**] OR [**$1**]** or any integral multiple thereof.

[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 DTC, or any substitute agreement, effecting such Book Entry System.**]**

It is hereby certified and recited 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.

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

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual, facsimile or electronic signature of its Mayor, countersigned by the manual, facsimile or electronic signature of the Controller, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually, electronically or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By: _____
Mayor

COUNTERSIGNED:

By: _____
Controller

[SEAL]

Attest:

_____
Clerk

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 _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A]

(End of Bond Form)

Section 7. Authorization for Preparation and Sale of the Bonds and BANs; Official Statement; Continuing Disclosure. (a) The Controller is hereby authorized and directed to have the Bonds and BANs prepared, and the Mayor, the Controller and the Clerk are hereby

authorized and directed to execute and attest the Bonds and BANs in the form and manner provided herein.

(b) The Controller is hereby authorized and directed to deliver the Bonds and BANs to the respective purchasers thereof. At the time of delivery of the Bonds and BANs, the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than the par value of the BANs if sold to the Authority as part of its IFA Program, not less than 99% of the par value of the BANs if sold to any other purchaser, not less than the par value of the Bonds if sold to the Authority as part of its IFA Program, and not less than 99% of the par value of the Bonds if sold to any other purchaser, as the case may be, plus accrued interest to the date of delivery, if any. The City may receive payment on the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City payable out of the Net Revenues of the waterworks, on a parity with Outstanding Bonds, to be set aside into the Sinking Fund as herein provided. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to sell the Bonds, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

(c) Distribution of an official statement (preliminary and final) prepared by H.J. Umbaugh & Associates, Certified Public Accountants, LLP on behalf of the City ("Official Statement"), is hereby authorized and approved and the Mayor and Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this

ordinance. The Mayor or the Controller is authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission ("Rule").

If an Official Statement is not required upon delivery of the Bonds, the City shall obtain an investment letter from the purchaser of the Bonds which satisfies federal and state securities laws applicable to the Bonds.

(d) If required under the Rule, the Mayor and Controller are hereby authorized and directed to complete, execute and attest a continuing disclosure undertaking ("Disclosure Undertaking") for the Bonds on behalf of the City, in a form consistent with this ordinance. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 8. Sale of the Bonds; Award of Bonds. If the Bonds will be sold at a competitive sale, the Controller shall 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 in accordance with IC 5-1-11-2(a) and IC 5 1-11-1(a)(1) which meets 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 5-1-11-2(b) and IC 5 1-11-1(a)(1) and IC 5-3-1; (iii) a notice or notices as determined by the Controller, upon the advice of the City's municipal advisor, to assist the City with the sale of the Bonds pursuant to IC 5-1-11-1(a)(2); or (iv) the City may negotiate a sale with a potential bidder, upon the advice of the City's municipal

advisor. A notice or summary notice of sale may also be published one time in the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. 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 winning bidder shall be required to submit a certified or cashier's check in an amount equal to 1% of the principal amount of the Bonds described in the notice within twenty-four hours of the sale and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default; that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). The notice may state that the rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The

opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

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

As an alternative to public sale, the Controller may negotiate the sale of the Bonds to the Authority as part of its IFA Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as part of its IFA Program; (ii) execute a Financial Assistance Agreement with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The substantially final form of Financial Assistance Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved by the Common Council and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

Section 9. Financial Records and Accounts. (a) The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the waterworks and all disbursements made therefrom and all transactions relating to the waterworks. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) If any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the waterworks in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 10. Premium. The premium received at the time of delivery of the Bonds, if any, shall be deposited in the Sinking Fund continued in Section 15.

Section 11. Use of Proceeds and Costs of Issuance. The proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of Fort Wayne, Waterworks Construction Account" ("Construction Account"). All funds deposited to the credit of the Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 11 and IC 5-1.2-10. The funds in the Construction Account shall be

expended only for the purpose of paying the cost of the cost of the Project, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds. The cost of obtaining the services of Ice Miller LLP, the City Attorney and Baker Tilly Municipal Advisors, LLC shall be considered as a part of the cost of the Project on account of which the Bonds and BANs are issued.

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

If any Bonds are sold to the Authority as part of its IFA Program, to the extent (a) that the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms forth in the Financial Assistance Agreement.

Each of the funds and accounts of the waterworks shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including, particularly, applicable provisions of Indiana Code 5-13-9, as amended and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-

1.2-10. Any interest or income derived from any such investments shall become a part of the moneys in the fund or account so invested.

Section 12. Pledge of Net Revenues. The interest on and the principal of the Bonds issued pursuant to the provisions of this ordinance, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, on a parity with the Outstanding Bonds, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds, to the extent necessary for that purpose. The City shall not be obligated to pay the Bonds or the interest thereon except for the Net Revenues, and the Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 13. Revenue Fund. All income and revenues derived from the operation of the waterworks and from the collection of water rates and charges (including any System Development Charges) shall be deposited upon receipt in the Revenue Fund ("Revenue Fund") hereby continued. The Revenue Fund shall be maintained separate and apart from all other accounts of the City. Out of the revenues in the Revenue Fund, the proper and reasonable expenses of operation, repair and maintenance of the waterworks shall be paid, the requirements of the Sinking Fund shall be met and the costs of depreciation, replacements, improvements, extensions or additions to the waterworks shall be paid.

Section 14. Operation and Maintenance Fund. There shall be set apart and paid out of the Revenue Fund into a cash operating fund previously established and continued and designated as the Waterworks Operation and Maintenance Fund ("Operation and Maintenance Fund") an amount necessary and sufficient to maintain a balance therein sufficient to pay the monthly costs of operating, repairing and maintaining said waterworks for at least the next two

(2) ensuing calendar months. The moneys credited to the Operation and Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the waterworks on a day-to-day basis, but none of the moneys in said fund shall be used for remediating depreciation, replacements, improvements, extensions or additions with respect to the waterworks. Any balance in the Operation and Maintenance Fund may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on outstanding bonds of the waterworks.

Section 15. Waterworks Sinking Fund. The Waterworks Sinking Fund ("Sinking Fund") previously established and continued hereby and designated and constituted as the special fund for the payment of the interest on and principal of revenue bonds which by their terms are payable from the Net Revenues of the waterworks (including any System Development Charges that are considered Net Revenues). The Sinking Fund shall continue to be divided into two accounts hereby designated as the Waterworks Debt Service Account ("Debt Service Account") and the Waterworks Reserve Account ("Reserve Account"). Such payments shall continue until the balances in the Debt Service Account and the Reserve Account equal the principal of and interest on all of the then outstanding bonds of the waterworks to the final maturity and provide for payment of all fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Debt Service Account. There shall be transferred on or before the last day of each month from the Revenue Fund to the Debt Service Account an amount of the Net Revenues equal to (i) at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date, and (ii) at least one-twelfth (1/12) of the principal on all then outstanding bonds maturing through and including December 1, 2032, and thereafter at least one-sixth (1/6) of the principal

on all then outstanding bonds payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so credited. There shall similarly be credited to the Debt Service Account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Debt Service Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of bank fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Reserve Account which shall serve as the debt service reserve for all Outstanding Bonds and any Bonds issued hereunder. The City may deposit Bond proceeds, funds on hand, or a combination thereof, into the Reserve Account on the date of delivery of any series of Bonds to cause the balance therein to equal the hereinafter defined Reserve Requirement. If the balance does not equal the Reserve Requirement on the date of delivery of the Bonds, the City shall deposit a sum of Net Revenues of the waterworks into the Reserve Account on the last day of each calendar month until the balance therein equals the maximum annual debt service on the Bonds, the Outstanding Bonds, and any parity bonds issued in the future by the City which are payable from the Net Revenues of the waterworks ("Parity Bonds") ("Reserve Requirement"). The monthly deposits shall be equal in amount and sufficient to accumulate the Reserve Requirement five (5) years of the date of delivery of the Bonds.

The Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds, the Outstanding Bonds and any Parity Bonds and the moneys in the Reserve Account shall be used to pay current principal and interest

on the Bonds, the Outstanding Bonds and any Parity Bonds to the extent that moneys in the Debt Service Account are insufficient for that purpose. Amounts in the Reserve Account in excess of the Reserve Requirement shall be transferred from time to time to the Debt Service Account and thereupon applied to the required payments into the Debt Service Account as provided above or shall be transferred to the Depreciation Fund (as hereinafter defined). In the event moneys held in the Reserve Account are used to pay principal of and interest on the Outstanding Bonds, the Bonds or any Parity Bonds, then such depletion of the Reserve Account shall be made up from available Net Revenues within twelve (12) months from substantially equal monthly deposits, after required deposits to the Debt Service Account, to restore the balance of the Reserve Account to an amount equal to the Reserve Requirement.

All or a part of the Reserve Requirement for the Bonds issued under this ordinance may be deemed to be satisfied if there is on deposit in the Reserve Account, any surety bond, insurance policy, guaranty, letter of credit or other credit facility in any amount equal to the Reserve Requirement for the Bonds without regard to any Outstanding Bonds not secured by the surety. If any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program, the City must obtain the consent of the Authority to provide funding in its Reserve Account as authorized in this paragraph. If any part of the Reserve Account for the Bonds is funded as authorized in this paragraph, the City is authorized to create a subaccount of the Reserve Account which only secures the Bonds.

After the Outstanding Bonds which are <u>not</u> owned by the Authority as part of its IFA Program are no longer outstanding (the 2012 Bonds and the 2014 Bonds), the City shall be authorized to create a subaccount within the Reserve Account to secure any Parity Bonds which are <u>not</u> sold to the Authority as part of its IFA Program to be funded at a level equal to the least

of (i) maximum annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program); (ii) 125% of average annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program) or (iii) 10% of the stated principal amount or issue price, as applicable, of the Parity Bonds (not initially purchased by or for the account of the IFA Program) ("Open Market Reserve Requirement"). The subaccount shall be funded on a parity basis with the Reserve Account with any withdraws from the Reserve Account and the subaccount being replenished on a parity basis.

If any Bonds are sold to the Authority as part of the IFA Program, the Sinking Fund, containing the Debt Service Account and the Reserve Account, and the Construction Account (to the extent funded with Bonds sold to the Authority as part of the IFA Program) may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Debt Service Account and the Reserve Account in accordance with this Section 15, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's Outstanding Bonds. The financial institution selected to serve in this role may also serve as Registrar and Paying Agent for any series of the Bonds and for all or any of the Outstanding Bonds of the City. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any series of the Bonds and for all or any of the Outstanding Bonds of the City. If the Construction Account is so held in trust, the City shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement with respect to the Bonds. The Mayor and the Controller are hereby authorized to execute and deliver an agreement with a financial institution to reflect

this trust arrangement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

Section 16. Funding Improvements to the Waterworks. Any excess revenues of the waterworks available after making the deposits required by Sections 14 and 15 may be transferred or credited from the Revenue Fund and paid into the special utility fund which is hereby continued and designated as the Waterworks Depreciation Fund ("Depreciation Fund"), and be used to pay the cost of additions, improvements and extensions to the waterworks, and to make payments representing PILOTs. The City reserves the right to transfer PILOTs from the Depreciation Fund no more frequently than semiannually, in accordance with the Act, and only if all required transfers have been made to the Sinking Fund and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. If any BANs or Bonds are sold to the Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the waterworks shall be transferred to the General Fund of the City or be used for any purpose not connected with the waterworks, other than to pay PILOTs as set forth in this section. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the Operation and Maintenance Fund or the Sinking Fund. No revenues of the waterworks shall be deposited in or credited to the Depreciation Fund which will interfere with the requirements of the Sinking Fund.

In the event of any deficiency at any time in the Operation and Maintenance Fund or the Sinking Fund, funds may be withdrawn from the Depreciation Fund for deposit into said Operation and Maintenance Fund or Sinking Fund in the amount of such deficiency.

Section 17. Maintenance of Accounts; Investments. The Sinking Fund shall be deposited in and maintained as a separate banking account or accounts from all other accounts of the City. The Operation and Maintenance Fund and the Depreciation Fund may be maintained in a single banking account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other banking accounts of the City and apart from the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this ordinance. Nothing in this section or elsewhere in this ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts continued by this ordinance except that (a) the Sinking Fund and the Construction Account shall be maintained as a separate bank account from the other Funds and Accounts of the waterworks, and (b) the other Funds and Accounts of the waterworks shall be maintained as a separate bank account from the other funds and accounts of the City.

Section 18. Defeasance of the Bonds. If, when the Bonds or a 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 or a portion thereof then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise

collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's waterworks.

Section 19. Rate Covenant. The City shall establish and maintain just and equitable rates for the use of and the service rendered by the waterworks, which shall to the extent permitted by law produce sufficient revenues at all times provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its IFA Program, to provide for the proper operation, repair and maintenance or Operation and Maintenance (as defined in the Financial Assistance Agreement) if the Bonds are sold to the Authority through its IFA Program, to comply with and satisfy all covenants contained in this ordinance and the Financial Assistance Agreement, to provide the sinking fund and debt service reserve for the liquidation of bonds or other evidences of indebtedness, to provide adequate funds to be used as working capital, as well as funds for making extensions, additions, and replacements, and also, for the payment of any taxes that may be assessed against such utility, it being the intent and purpose hereof that such charges shall produce an income sufficient to maintain such utility property in a sound physical and financial condition to render adequate and efficient service. So long as any of the Bonds herein authorized are outstanding, none of the facilities or services afforded or rendered by said system shall be furnished without a reasonable

and just charge being made therefor. The City shall pay like charges for any and all services rendered by said utility to the City, and all such payments shall be deemed to be revenues of the utility. Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance and said requirements of the Sinking Fund.

Section 20. Additional BANs and Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its waterworks, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the waterworks, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund and the accounts thereof shall have been made in accordance with the provisions of this ordinance, and the interest on and principal of all bonds payable from the Net Revenues of the waterworks shall have been paid to date in accordance with their terms.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the Reserve Account shall equal not less than the Reserve Requirement for the Outstanding Bonds if any are then outstanding, the Bonds and all then outstanding bonds ranking on a parity therewith, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the newly issued Parity Bonds or other funds of the City, and furthermore, the ordinance authorizing the proposed additional Parity Bonds must include a provision requiring the City to build the balance in the Reserve Account to an amount equal to the Reserve Requirement for the proposed additional Parity Bonds, unless the Reserve Account is fully

funded as of the time of issuance of the additional Parity Bonds, from available Net Revenues over a five-year period with substantially equal monthly deposits of Net Revenues after the required deposits to the Debt Service Account.

(c) The Net Revenues of the waterworks in the fiscal year immediately preceding the issuance of any such additional Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds, the water rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the waterworks shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose. In addition, for purposes of this subsection, with respect to any Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (c).

(d) The principal of said additional Parity Bonds shall be payable annually on December 1 through and including December 1, 2032 and semiannually thereafter on June 1 and December 1 and the interest on said additional Parity Bonds shall be payable semiannually on

June 1 and December 1 in the years in which such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be payable on June 1 and/or December 1 during the periods in which such maturity amounts are payable.

(e) If any Bonds are sold to the Authority through its IFA Program, (i) the City has obtained the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements, and covenants contained in the Financial Assistance Agreement and this ordinance, and (iii) the City is in compliance with its waterworks permits, except for non-compliance for which the Parity Bonds are to be issued, including refunding bonds issued prior to, but part of, the overall plan to eliminate such non-compliance.

Section 21. Further Covenants of the City. For the purpose of further safeguarding the interests of the owners of the Bonds and BANs, it is hereby specifically provided as follows:

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

(b) The Project shall be completed under the supervision and subject to the approval of the consulting engineers for the Project or such other competent engineer as shall be designated by the Common Council.

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

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the City shall maintain insurance (which must be acceptable to the Authority if the Authority owns any Bonds or Outstanding Bonds) on the insurable parts of the waterworks of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. In addition to or in lieu of the foregoing, the City may provide coverage on all or part of the waterworks comparable to that described above through a self-insurance program, but only with the consent of the Authority, if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program. All insurance proceeds and condemnation awards shall be used in replacing or restoring the property destroyed, damaged or taken; or, if not used for such purposes, shall be treated and applied as Net Revenues of the waterworks, but only with the consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

(e) So long as any of the Bonds or BANs are outstanding, the City shall not mortgage, pledge or otherwise encumber such works or any part thereof, nor shall it sell, lease or otherwise encumber such works of any part thereof, nor shall it otherwise dispose of any portion thereof except equipment or property which may become worn out, obsolete, or no longer suitable for use in the waterworks, provided that the City shall obtain the prior written consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

(f) If the BANs or Bonds are sold to the Authority through its IFA Program and the Bonds or Outstanding Bonds are outstanding and owned by the Authority, the City shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the waterworks other than for normal operating expenditures, or (ii) borrow any money (including without limitation any loan from other utilities operated by the City) in connection with the waterworks.

(g) Except as hereinbefore provided in Section 20 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said waterworks shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 18 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds and BANs herein authorized, and after the issuance of the Bonds and BANs, subject to the rights of the City under Section 22 hereof, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of the Bonds and BANs, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or BANs or the interest thereon remains unpaid. Except in the case of changes described in Section 22(a)-(f), this ordinance may be amended, however, without the consent of the owners of the Bonds or BANs, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds and BANs; provided, however,

that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(i) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owners of said Bonds shall have all of the rights, remedies and privileges under Indiana law in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

(j) For the purpose of this Section 21, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for a periodic payments made from the revenues of the waterworks, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 22. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section and Section 21(h), and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, to

consent to and approve the adoption by the Common Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority; and provided further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on, or mandatory sinking fund redemption date for, any Bond issued pursuant to this ordinance; or

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

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

(d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

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

(f) A reduction in the Reserve Requirement or the Open Market Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk, no owner of any Bond issued pursuant to this

ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Common Council from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

Section 23. Investment of Funds. (a) The Controller is hereby authorized to invest moneys pursuant to the provisions of this ordinance and IC 5-1-14-3 (subject to applicable requirements of federal law to insure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law.

(b) The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of the ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to

preserve the tax exclusion. The Controller may pay any fees as operation expenses of the waterworks.

Section 24. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

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

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds, BANs, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the 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 or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

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

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

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the 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 or BANs to be treated as private activity bonds under Section 141 of the Code.

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

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code.

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

Section 25. Issuance of BANs. (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement ("Purchase Agreement") to be entered into between the City and the purchaser of the BAN or BANs. If any BANs are sold to the Authority as part of its IFA Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Controller and the Clerk may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 26. Noncompliance with Tax Covenants. 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 and BANs 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 any Tax Section is unnecessary to preserve the Tax Exemption.

Section 27. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be deemed in any way to repeal or amend the ordinances authorizing the issuance of the Outstanding Bonds, nor be construed as adversely affecting the rights of the holders of the Outstanding Bonds.

Section 28. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 29. Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana, on this 27th day of September, 2022.

COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

By: T Thomas Didier
Member of the Common Council

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Presented by me to the Mayor of the City of Fort Wayne this 29th day of September, 2022 at 2:50 p.m.

Clerk

Signed and approved by me, the Mayor of the City of Fort Wayne, this 7th day of October, 2022 at 10:00 a.m.

Mayor

EXHIBIT A

Description of Project

[Lead Service Line Replacement]

5" = "1" "4859-9817-3232.1" ""

EXHIBIT B

Financial Assistance Agreement

(Attached)

5" = "1" "4859-9817-3232.1" ""

BILL NO. S-22-09-19

ORDINANCE NO. _____

An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith

WHEREAS, the City of Fort Wayne ("City") now owns and operates a municipal waterworks in accordance with the provisions of Title 8, Article 1.5 of the Indiana Code, as in effect on the date of delivery of the bonds herein authorized ("Act"); and

WHEREAS, the Board of Public Works ("Board") of the City has adopted a resolution advising the Common Council of the City ("Common Council") that the waterworks is in need of certain additions, improvements and extensions; and

WHEREAS, the Common Council has considered the Board's resolution and has determined that certain additions, improvements and extensions to said works are necessary and that preliminary plans and specifications and estimates have been prepared and filed by the engineers employed by the City for the construction of said additions, improvements and extensions, as more fully described on Exhibit A attached hereto and made a part hereof ("Project"), which preliminary plans and specifications and engineering estimates have been or will be approved by the Common Council and by all governmental authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("Department"); and

WHEREAS, the City will advertise for and receive bids for the construction of the Project, which bids will be subject to the City's determination to construct the Project and subject to the City's obtaining funds to pay for the Project; that on the basis of said

engineering estimates, the maximum cost of the Project, including incidental expenses, is in the estimated amount of $13,000,000; and

WHEREAS, the Common Council finds that it does not have sufficient funds on hand available to apply to the costs of the Project, and that the entire cost of the Project is hereby authorized to be financed by the issuance of waterworks revenue bonds, in one or more series, and, if necessary, bond anticipation notes, in one or more series, in an aggregate principal amount not to exceed $13,000,000; and

WHEREAS, the Common Council finds that there are outstanding bonds payable out of the Net Revenues (as hereinafter defined) of the City's waterworks designated: (a) "Waterworks Revenue Bonds of 2011, Series B" ("2011B Bonds"), now outstanding in the amount of $17,753,000 and maturing annually over a period ending December 1, 2031; (b) "Waterworks Revenue Bonds of 2012" ("2012 Bonds"), now outstanding in the amount of $28,335,000 and maturing annually over a period ending December 1, 2032; (c) "Waterworks Revenue Bonds of 2014" ("2014 Bonds"), now outstanding in the amount of $58,720,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2034; (d) "Waterworks Revenue Bonds of 2019, Series A" ("2019A Bonds"), now outstanding in the amount of $10,910,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2039; (e) "Waterworks Revenue Bonds of 2019, Series B" ("2019B Bonds"), now outstanding in the amount of $6,894,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2048; (f) "Waterworks Revenue Bonds of 2019, Series C" ("2019C Bonds"), now outstanding in the amount of $20,319,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2048; and (g) "Waterworks

Revenue Bonds of 2021" ("2021 Bonds"), now outstanding in the amount of $44,480,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2042, which 2011B Bonds, 2012 Bonds, 2014 Bonds, 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds each constitute a first charge upon the Net Revenues of the waterworks; and

WHEREAS, the terms and conditions of the ordinances authorizing the issuance of the now outstanding 2011B Bonds, 2012 Bonds, 2014 Bonds 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds (hereinafter collectively, "Outstanding Bonds") provide that additional revenue bonds may be issued on a parity with the Outstanding Bonds provided certain tests are met, and the City finds that the finances of the waterworks are such as will enable meeting the conditions for the issuance of additional parity bonds and that, accordingly, the additional revenue bonds to be issued hereunder shall rank on a parity with the Outstanding Bonds; and

WHEREAS, the City desires to authorize the issuance of bond anticipation notes ("BANs") hereunder, in one or more series, if necessary, payable from the proceeds of waterworks revenue bonds issued hereunder and to authorize the refunding of the BANs, if issued; and

WHEREAS, the City is subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC"); the approval of the IURC will be obtained by the City prior to the issuance of the bonds authorized in this ordinance; and

WHEREAS, the City may enter into a Financial Assistance Agreement, Funding Agreement and/or Financial Aid Agreement with the Indiana Finance Authority ("Authority") as part of its drinking water loan program ("IFA Program") established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (collectively,

"Financial Assistance Agreement") if any bonds or BANs are sold to the Authority through its IFA Program; and

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

WHEREAS, the City reasonably expects to reimburse certain preliminary costs of the Project with proceeds of debt to be incurred by the City in an amount not to exceed $13,000,000; and

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

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

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

Section 1. Authorization of Project; Reimbursement. The City shall proceed with the construction of the Project in accordance with the cost estimates and the preliminary plans and specifications heretofore prepared and filed by the consulting engineers employed by the City and are hereby adopted and approved, and by reference made a part of this ordinance as fully as if the same were attached hereto and incorporated herein. Two copies of the preliminary plans and specifications and the cost estimates are on file in the office of the Clerk of the City ("Clerk") and open for public inspection pursuant to IC 36-1-5-4. The estimated cost of construction of the Project will not exceed the sum of $13,000,000, plus investment earnings on the bond and BAN proceeds. The terms "waterworks," "waterworks system," "system," "works," and other like terms where used in this ordinance shall be construed to mean and include the

Drinking Water System, as defined in the Financial Assistance Agreement, and includes the City's existing water distribution system, and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions, and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, including the Project. The Project shall be constructed in accordance with the preliminary plans and specifications heretofore mentioned, which preliminary plans and specifications are hereby approved. The Project shall be constructed and the bonds herein authorized shall be issued pursuant to and in accordance with the Act.

The City hereby declares its official intent to complete the Project; to reimburse certain costs of completing the Project with proceeds of debt to be incurred by the City, and to issue debt not exceeding $13,000,000 in aggregate principal amount for purposes of paying and reimbursing costs of the Project.

Section 2. Issuance of BANs and Bonds. (a) The City shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply to the cost of the Project. The City shall issue its BANs, in one or more series, in an aggregate amount not to exceed Thirteen Million Dollars ($13,000,000) to be designated "[Taxable] Waterworks Bond Anticipation Notes of ___" (to be completed with the year in which issued and appropriate series designation, if any). The BANs shall be numbered consecutively from 1 upward, shall be sold at a price not less than 99% of their par value or at a price not less than 100% of their par value if sold to the Authority as part of the IFA Program, shall be in multiples of One Dollar ($1) if sold to the Authority as part of its IFA Program or in denominations of One Thousand Dollars ($1,000) or integral multiples thereof if sold to another purchaser, as set forth in the hereinafter defined Purchase Agreement for the BANs, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 5% per annum (the exact rate or rates to be

determined through negotiation) payable upon maturity. The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 5% per annum (the exact rate or rates to be negotiated). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

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

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 if sold to the Authority, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The principal of and interest on the BANs shall be payable solely from the issuance of revenue bonds pursuant to and in the manner prescribed by the Act. The revenue bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), of the waterworks of the City after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and transfers for payment in lieu of property taxes ("PILOTs")) of the waterworks of the City, on a parity with the Outstanding Bonds. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance.

The City shall issue its waterworks revenue bonds, in one or more series, in an aggregate principal amount not to exceed $13,000,000 to be designated "[Taxable] Waterworks Revenue Bonds of _____" (to be completed with the year in which issued and series designation, if any) ("Bonds") for the purpose of procuring funds to be applied on the cost of the Project, funding the Reserve Account continued herein, the payment of costs of issuance, refunding the BANs, if issued, and all other costs related to the Project. Each series of Bonds shall be sold at a price of not less than par value if sold to the Authority as part of its IFA Program or not less than 99% of their par value if sold to any other purchaser, as applicable, and shall be issued in the denomination of One Dollar ($1) or any multiple thereof if sold to the Authority through its IFA Program or in denominations of Five Thousand Dollars ($5,000) each or integral multiples thereof if sold to any other purchaser, numbered consecutively from 1 upward, dated as of the date of delivery, and shall bear interest at a rate or rates not exceeding five percent (5%) per annum (the exact rate or rates to be determined by bidding or through negotiation with the Authority as part of its IFA Program), payable semiannually on June 1 and December 1 in each year, beginning on the first June 1 or the first December 1 following the date of delivery of the Bonds, as determined by the Controller of the City ("Controller") with the advice of the City's municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and the Bonds shall mature annually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on December 1 of each year, through December 1, 2032, and semiannually thereafter on June 1 and December 1 commencing June 1, 2033, over a period ending no later than thirty-five (35) years after their date of issuance, and in such amounts that will either: (i) produce as level annual debt service as practicable taking into account the annual debt service on the Outstanding Bonds and all

Bonds issued hereunder; or (ii) if the Bonds are sold to the Authority as part of its IFA Program, allow the City to meet the coverage and/or amortization requirements of the IFA Program. If the Bonds are sold to the Authority as part of its IFA Program, such debt service schedule shall be finalized and set forth in the Financial Assistance Agreement. The Bonds shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent.

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 on December 1 for Bonds that mature annually and on June 1 and December 1 for Bonds that mature semiannually on the dates as determined by the successful bidder, but in no event later than the last serial maturity 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 principal payment dates which are hereinafter determined in accordance with the above paragraph.

Each series of Bonds issued hereunder shall rank on a parity for all purposes under this ordinance, including the pledge of Net Revenues.

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

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

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be

issued on a basis such that the payment of the principal of or interest on (or both) such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bonds otherwise contained herein).

Section 3. Registrar and Paying Agent; Book-Entry Provisions. (a) The Controller is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Bonds ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds. The Controller is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Controller is further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Waterworks Sinking Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

As to the BANs and as to the Bonds, if the purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and, in that case, is hereby charged with the performance of and all duties of and responsibilities of Registrar and Paying Agent.

(b) If the Bonds or BANs are sold to the Authority through its IFA Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day

immediately after such due date. So long as the Authority, as part of its IFA Program, is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

If such Bonds are not sold to the Authority as part of its IFA Program or if wire transfer payment is not required, the principal of the Bonds and the principal and interest on the BANs shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Bonds shall be paid by check mailed to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. 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. 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). 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.

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

(c) 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 in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City, 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.

(d) The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may

appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Waterworks Sinking Fund continued in Section 14 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

(e) Interest on the Bonds sold to the Authority as part of its IFA Program shall be payable from the date or dates of payment made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(f) 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"). The 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 4. Redemption of Bonds and BANs. (a) The BANs are prepayable by the City, in whole or in part, on any date, upon 20 days' notice to the owner of the BANs, without premium.

(b) For any Bonds sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, or any date thereafter, on sixty (60) days'

notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(c) For any series of Bonds not sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no earlier than eight (8) years after their date of delivery and on any date thereafter, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity, on thirty (30) days' notice, at face value, with a premium no greater than 1%, plus accrued interest to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(d) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or cancelled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such

mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption at one time, the Bonds to be redeemed shall be selected by lot within a maturity 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.

(e) Notice of redemption shall be given not less than sixty (60) days for Bonds sold to the Authority as part of its IFA Program and not less than thirty (30) days for Bonds sold to any other purchaser prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the City as of the date which is sixty-five (65) days for Bonds sold to the Authority as part of its IFA Program and forty-five (45) days for Bonds sold to any other purchaser prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 5. Execution and Negotiability. Each series of Bonds and BANs shall be executed in the name of the City by the manual, facsimile or electronic signature of the Mayor of the City ("Mayor"), countersigned by the manual, facsimile or electronic signature of the Controller, and attested by the manual, facsimile or electronic signature of its Clerk, and the seal of the City shall be affixed, imprinted or impressed to or on each of the Bonds and BANs manually, electronically, by facsimile or any other means; and these officials, by the execution of a signature and no litigation certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds or BANs. In case any officer whose signature or electronic or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The officers have full authority to execute any and all documents necessary to issue the Bonds and/or BANs and the use of electronic signatures by the officers are hereby authorized and affirmed with full valid legal effect and enforceability.

The Bonds and BANs shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

> [Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, 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. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF FORT WAYNE
[TAXABLE] WATERWORKS REVENUE BONDS OF _____[, SERIES _____]

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

(SEE EXHIBIT A)

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above, **[**or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,**]** on **[**the Maturity Date set forth above**]** **OR** **[**June 1 and December 1 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 Principal Sum shall be fully paid at the interest rate**[**s**]** per annum stated **[**above**]** **OR** **[**on Exhibit A attached hereto**]** from **[**the dates of payment made on this bond**]** **OR** **[**the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20__, which case it shall bear interest from the Original Date,**]** which interest is payable semiannually on June 1 and December 1 of each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the **[**designated trust**]** office of _____ ("Registrar") or ("Paying Agent"), in the _____ of _____, _____**]**. All payments of **[**principal of and**]** interest on this bond shall be paid by **[**check mailed one business day prior to the interest payment

date] **OR** [paid by wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] **OR** [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 the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City [[to be] [issued in series]][, of like date, tenor and effect, except as to numbering, interest rate[, series designation,] and date of maturity]; in the total amount of _____ Dollars ($_____); numbered consecutively from 1 up; issued for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipally owned waterworks system of the City[, to refund interim notes issued in anticipation of the bonds] and to pay issuance expenses. This bond is issued pursuant to an ordinance adopted by the Common Council of the City on the ___ day of _____, 2022, entitled "An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 8-1.5 as in effect on the date of delivery of the bonds of this issue ("Act").

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants pertaining to the waterworks project and the purchase of this bond as part of

the drinking water loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.**]**

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, **[**including the Waterworks Revenue Bonds of _____, Series ___ ("Series ____ Bonds")**]** and any bonds hereafter issued on a parity therewith are payable solely from the Waterworks Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as the gross revenues, inclusive of System Development Charges (as defined in the Ordinance), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and payments in lieu of property taxes) of the waterworks of the City. This bond and the issue of which it is a part rank on a parity with the Outstanding Bonds (as defined in the Ordinance) **[**and the Series ____ Bonds**]**, in accordance with the terms thereof.

The City irrevocably pledges the entire Net Revenues of the waterworks to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Outstanding Bonds **[**and the Series ____ Bonds**]**, to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of **[**operation, repair and maintenance**]** **OR** **[**Operation and Maintenance (as defined in the Financial Assistance Agreement, as defined in the Ordinance)**]** of the waterworks and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for under Indiana law.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the waterworks, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the waterworks, as such principal shall fall due, and (d) an additional amount as a margin of safety to **[**create and**]** maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge against the Net Revenues of said works, on a parity with the Outstanding Bonds **[**and the Series ____ Bonds**]**.

The bonds of this issue maturing on _____ 1, 20__, and thereafter, are redeemable at the option of the City on _____ 1, 20__, or any date thereafter, on **[**sixty (60)**]** **[**thirty (30)**]** days' notice, in whole or in part, in **[**inverse**]** **[**the**]** order of maturity **[**as determined by the City**]** and by lot within a maturity, at face value together with the following premiums:

____% if redeemed on _____, or thereafter
on or before _____;
____% if redeemed on _____, or thereafter

on or before _____;
____% if redeemed on _____, or thereafter
prior to maturity;

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

[The bonds maturing on _____ 1, 20_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

____Term Bond		____Term Bond	
Date	Amount	Date	Amount
*		*	

*Final Maturity]

Each [One Dollar ($1)] **OR** [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 shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

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

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

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [designated trust] office of the Registrar by the registered owner hereof in person, or by his 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 his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized 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. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this

bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

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

The bonds maturing in any one year are issuable only in fully registered form in the denomination of **[**$5,000**] OR [**$1**]** or any integral multiple thereof.

[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 DTC, or any substitute agreement, effecting such Book Entry System.**]**

It is hereby certified and recited 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.

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

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual, facsimile or electronic signature of its Mayor, countersigned by the manual, facsimile or electronic signature of the Controller, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually, electronically or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By: _____
Mayor

COUNTERSIGNED:

By: _____
Controller

[SEAL]

Attest:

_____
Clerk

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 _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A]

(End of Bond Form)

Section 7. Authorization for Preparation and Sale of the Bonds and BANs; Official Statement; Continuing Disclosure. (a) The Controller is hereby authorized and directed to have the Bonds and BANs prepared, and the Mayor, the Controller and the Clerk are hereby authorized and directed to execute and attest the Bonds and BANs in the form and manner provided herein.

(b) The Controller is hereby authorized and directed to deliver the Bonds and BANs to the respective purchasers thereof. At the time of delivery of the Bonds and BANs, the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than the par value of the BANs if sold to the Authority as part of its IFA Program, not less than 99% of the par value of the

BANs if sold to any other purchaser, not less than the par value of the Bonds if sold to the Authority as part of its IFA Program, and not less than 99% of the par value of the Bonds if sold to any other purchaser, as the case may be, plus accrued interest to the date of delivery, if any. The City may receive payment on the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City payable out of the Net Revenues of the waterworks, on a parity with Outstanding Bonds, to be set aside into the Sinking Fund as herein provided. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to sell the Bonds, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

(c) Distribution of an official statement (preliminary and final) prepared by H.J. Umbaugh & Associates, Certified Public Accountants, LLP on behalf of the City ("Official Statement"), is hereby authorized and approved and the Mayor and Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Controller is authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission ("Rule").

If an Official Statement is not required upon delivery of the Bonds, the City shall obtain an investment letter from the purchaser of the Bonds which satisfies federal and state securities laws applicable to the Bonds.

(d) If required under the Rule, the Mayor and Controller are hereby authorized and directed to complete, execute and attest a continuing disclosure

undertaking ("Disclosure Undertaking") for the Bonds on behalf of the City, in a form consistent with this ordinance. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 8. Sale of the Bonds; Award of Bonds. If the Bonds will be sold at a competitive sale, the Controller shall 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 in accordance with IC 5-1-11-2(a) and IC 5 1-11-1(a)(1) which meets 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 5-1-11-2(b) and IC 5 1-11-1(a)(1) and IC 5-3-1; (iii) a notice or notices as determined by the Controller, upon the advice of the City's municipal advisor, to assist the City with the sale of the Bonds pursuant to IC 5-1-11-1(a)(2); or (iv) the City may negotiate a sale with a potential bidder, upon the advice of the City's municipal advisor. A notice or summary notice of sale may also be published one time in the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. 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 winning bidder shall be required to submit a certified or cashier's check in an amount equal to 1% of the principal amount of the Bonds described in the notice within twenty-four hours of the sale and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default; that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). The notice may state that the rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

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

higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

As an alternative to public sale, the Controller may negotiate the sale of the Bonds to the Authority as part of its IFA Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as part of its IFA Program; (ii) execute a Financial Assistance Agreement with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The substantially final form of Financial Assistance Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved by the Common Council and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

Section 9. Financial Records and Accounts. (a) The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the waterworks and all disbursements made therefrom and all transactions relating to the waterworks. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) If any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the waterworks in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government

Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 10. Premium. The premium received at the time of delivery of the Bonds, if any, shall be deposited in the Waterworks Sinking Fund continued in Section 14.

Section 11. Use of Proceeds and Costs of Issuance. The proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of Fort Wayne, Waterworks Construction Account" ("Construction Account"). All funds deposited to the credit of the Waterworks Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 11 and IC 5-1.2-10. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the cost of the Project, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds. The cost of obtaining the services of Ice Miller LLP, the City Attorney and Baker Tilly Municipal Advisors, LLC shall be considered as a part of the cost of the Project on account of which the Bonds and BANs are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with such Project, shall either (1) be paid into the Waterworks Sinking Fund and used solely for the purposes of the Waterworks Sinking Fund or (2) be used for the same purpose or

type of project for which the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

If any Bonds are sold to the Authority as part of its IFA Program, to the extent (a) that the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms forth in the Financial Assistance Agreement.

Each of the funds and accounts of the waterworks shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including, particularly, applicable provisions of Indiana Code 5-13-9, as amended and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. Any interest or income derived from any such investments shall become a part of the moneys in the fund or account so invested.

Section 12. Pledge of Net Revenues. The interest on and the principal of the Bonds issued pursuant to the provisions of this ordinance, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, on a parity with the Outstanding Bonds, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds, to the extent necessary for that purpose. The City shall not be obligated to pay the Bonds or the interest thereon except for the Net Revenues, and the Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 13. Operation and Maintenance Fund. There shall be set apart and paid out of the gross revenues of the waterworks into a cash operating fund previously established and continued and designated as the Waterworks Operation and Maintenance Fund ("Operation and Maintenance Fund") an amount necessary and sufficient to maintain a balance therein sufficient to pay the monthly costs of operating, repairing and maintaining said waterworks for at least the next two (2) ensuing calendar months. The moneys credited to the Operation and Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the waterworks on a day-to-day basis, but none of the moneys in said fund shall be used for remediating depreciation, replacements, improvements, extensions or additions with respect to the waterworks. Any balance in the Operation and Maintenance Fund may be transferred to the Waterworks Sinking Fund if necessary to prevent a default in the payment of principal of or interest on outstanding bonds of the waterworks.

Section 14. Waterworks Sinking Fund. The Waterworks Sinking Fund ("Sinking Fund") previously established and continued hereby and designated and constituted as the special fund for the payment of the interest on and principal of revenue bonds which by their terms are payable from the Net Revenues of the waterworks (including any System Development Charges that are considered Net Revenues). The Sinking Fund shall continue be divided into two accounts hereby designated as the Waterworks Debt Service Account ("Debt Service Account") and the Waterworks Reserve Account ("Reserve Account"). Such payments shall continue until the balances in the Debt Service Account and the Reserve Account equal the principal of and interest on all of the then outstanding bonds of the waterworks to the final maturity and provide for payment of all fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Debt Service Account. There shall be transferred on the last day of each month to the Debt Service Account an amount of the Net Revenues equal to (i) at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date, and (ii) at least one-twelfth (1/12) of the principal on all then outstanding bonds maturing through and including December 1, 2032, and thereafter at least one-sixth (1/6) of the principal on all then outstanding bonds payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so credited. There shall similarly be credited to the Account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Debt Service Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of bank fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Reserve Account which shall serve as the debt service reserve for all Outstanding Bonds and any Bonds issued hereunder. The City may deposit Bond proceeds, funds on hand, or a combination thereof, into the Reserve Account on the date of delivery of any series of Bonds to cause the balance therein to equal the hereinafter defined Reserve Requirement. If the balance does not equal the Reserve Requirement on the date of delivery of the Bonds, the City shall deposit a sum of Net Revenues of the waterworks into the Reserve Account on the last day of each calendar month until the balance therein equals the maximum annual debt service on the Bonds, the Outstanding Bonds, and any parity bonds issued in the future by the City which are payable from the Net Revenues of the waterworks ("Parity

Bonds") ("Reserve Requirement"). The monthly deposits shall be equal in amount and sufficient to accumulate the Reserve Requirement five (5) years of the date of delivery of the Bonds.

The Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds, the Outstanding Bonds and any Parity Bonds and the moneys in the Reserve Account shall be used to pay current principal and interest on the Bonds, the Outstanding Bonds and any Parity Bonds to the extent that moneys in the Debt Service Account are insufficient for that purpose. Amounts in the Reserve Account in excess of the Reserve Requirement shall be transferred from time to time to the Debt Service Account and thereupon applied to the required payments into the Debt Service Account as provided above or shall be transferred to the Depreciation Fund (as hereinafter defined). In the event moneys held in the Reserve Account are used to pay principal of and interest on the Outstanding Bonds, the Bonds or any Parity Bonds, then such depletion of the Reserve Account shall be made up from available Net Revenues within twelve (12) months from substantially equal monthly deposits, after required deposits to the Debt Service Account, to restore the balance of the Reserve Account to an amount equal to the Reserve Requirement.

All or a part of the Reserve Requirement for the Bonds issued under this ordinance may be deemed to be satisfied if there is on deposit in the Reserve Account, any surety bond, insurance policy, guaranty, letter of credit or other credit facility in any amount equal to the Reserve Requirement for the Bonds without regard to any Outstanding Bonds not secured by the surety. If any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program, the City must obtain the consent of the Authority to provide funding in its Reserve Account as authorized in this paragraph. If any part of the Reserve Account for the Bonds is funded as authorized in this

paragraph, the City is authorized to create a subaccount of the Reserve Account which only secures the Bonds.

After the Outstanding Bonds which are not owned by the Authority as part of its IFA Program are no longer outstanding (the 2012 Bonds and the 2014 Bonds), the City shall be authorized to create a subaccount within the Reserve Account to secure any Parity Bonds which are not sold to the Authority as part of its IFA Program to be funded at a level equal to the least of (i) maximum annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program); (ii) 125% of average annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program) or (iii) 10% of the stated principal amount or issue price, as applicable, of the Parity Bonds (not initially purchased by or for the account of the IFA Program) ("Open Market Reserve Requirement"). The subaccount shall be funded on a parity basis with the Reserve Account with any withdraws from the Reserve Account and the subaccount being replenished on a parity basis.

If any Bonds are sold to the Authority as part of the IFA Program, the Sinking Fund, containing the Debt Service Account and the Reserve Account, and the Construction Account (to the extent funded with Bonds sold to the Authority as part of the IFA Program) may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Debt Service Account and the Reserve Account in accordance with this Section 14, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's outstanding bonds. The financial institution selected to serve in this role may also serve as Registrar and Paying Agent for any series of the Bonds and for all or any of the

outstanding bonds of the City. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any series of the Bonds and for all or any of the outstanding bonds of the City. If the Construction Account is so held in trust, the City shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement with respect to the Bonds. The Mayor and the Controller are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

Section 15. Funding Improvements to the Waterworks. Any excess revenues of the waterworks available after making the deposits required by Sections 13 and 14 may be set aside and paid into the special utility fund which is hereby continued and designated as the Waterworks Depreciation Fund ("Depreciation Fund"), and be used to pay the cost of additions, improvements and extensions to the waterworks, and to make payments representing PILOTs. The City reserves the right to transfer PILOTs from the Depreciation Fund no more frequently than semiannually, in accordance with the Act, and only if all required transfers have been made to the Sinking Fund and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. If any BANs or Bonds are sold to the Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the waterworks shall be transferred to the General Fund of the City or be used for any purpose not connected with the waterworks, other than to pay PILOTs as set forth in this section. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the Operation and Maintenance

Fund or the Sinking Fund. No revenues of the waterworks shall be deposited in or credited to the Depreciation Fund which will interfere with the requirements of the Sinking Fund.

In the event of any deficiency at any time in the Operation and Maintenance Fund or the Sinking Fund, funds may be withdrawn from the Depreciation Fund for deposit into said Operation and Maintenance Fund or Sinking Fund in the amount of such deficiency.

Section 16. Maintenance of Accounts; Investments. The Sinking Fund shall be deposited in and maintained as a separate banking account or accounts from all other accounts of the City. The Operation and Maintenance Fund and the Depreciation Fund may be maintained in a single banking account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other banking accounts of the City and apart from the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this ordinance. Nothing in this section or elsewhere in this ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts continued by this ordinance except that (a) the Sinking Fund and the Construction Account shall be maintained as a separate bank account from the other Funds and Accounts of the waterworks, and (b) the other Funds and Accounts of the

waterworks shall be maintained as a separate bank account from the other funds and accounts of the City.

Section 17. Defeasance of the Bonds. If, when the Bonds or a 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 or a portion thereof then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's waterworks.

Section 18. Rate Covenant. The City shall establish and maintain just and equitable rates for the use of and the service rendered by the waterworks, which shall to the extent permitted by law produce sufficient revenues at all times provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its IFA Program, to provide for the proper operation, repair and maintenance or Operation and Maintenance (as defined in the Financial Assistance Agreement) if the Bonds are sold to the Authority through its DWSRF Program, to comply with and satisfy all covenants contained in this ordinance

and the Financial Assistance Agreement, to provide the sinking fund and debt service reserve for the liquidation of bonds or other evidences of indebtedness, to provide adequate funds to be used as working capital, as well as funds for making extensions, additions, and replacements, and also, for the payment of any taxes that may be assessed against such utility, it being the intent and purpose hereof that such charges shall produce an income sufficient to maintain such utility property in a sound physical and financial condition to render adequate and efficient service. So long as any of the Bonds herein authorized are outstanding, none of the facilities or services afforded or rendered by said system shall be furnished without a reasonable and just charge being made therefor. The City shall pay like charges for any and all services rendered by said utility to the City, and all such payments shall be deemed to be revenues of the utility. Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance and said requirements of the Sinking Fund.

Section 19. Additional BANs and Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its waterworks, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the waterworks, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund and the accounts thereof shall have been made in accordance with the provisions of this ordinance, and the interest on and principal of all bonds payable from the Net Revenues of the waterworks shall have been paid to date in accordance with their terms.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the Reserve Account shall equal not less than the Reserve Requirement for the Outstanding Bonds if any are then outstanding, the Bonds and all then outstanding bonds ranking on a parity therewith, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the newly issued Parity Bonds or other funds of the City, and furthermore, the ordinance authorizing the proposed additional Parity Bonds must include a provision requiring the City to build the balance in the Reserve Account to an amount equal to the Reserve Requirement for the proposed additional Parity Bonds, unless the Reserve Account is fully funded as of the time of issuance of the additional Parity Bonds, from available Net Revenues over a five-year period with substantially equal monthly deposits of Net Revenues after the required deposits to the Debt Service Account.

(c) The Net Revenues of the waterworks in the fiscal year immediately preceding the issuance of any such additional Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds, the water rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the waterworks shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose. In addition, for purposes of this subsection, with respect to any Parity Bonds hereafter

issued while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (c).

(d) The principal of said additional Parity Bonds shall be payable annually on December 1 through and including December 1, 2032 and semiannually thereafter on June 1 and December 1 and the interest on said additional Parity Bonds shall be payable semiannually on June 1 and December 1 in the years in which such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be payable on June 1 and/or December 1 during the periods in which such maturity amounts are payable.

(e) If any Bonds are sold to the Authority through its IFA Program, (i) the City has obtained the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements, and covenants contained in the Financial Assistance Agreement and this ordinance, and (iii) the City is in compliance with its waterworks permits, except for non-compliance for which the Parity Bonds are to be issued, including refunding bonds issued prior to, but part of, the overall plan to eliminate such non-compliance.

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

(a) All contracts let by the City in connection with the Project shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent

(100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) The Project shall be completed under the supervision and subject to the approval of the consulting engineers for the Project or such other competent engineer as shall be designated by the Common Council.

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

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the City shall maintain insurance (which must be acceptable to the Authority if the Authority owns any Bonds or Outstanding Bonds) on the insurable parts of the waterworks of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. In addition to or in lieu of the foregoing, the City may provide coverage on all or part of the waterworks comparable to that described above through a self-insurance program, but only with the consent of the Authority, if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program. All insurance proceeds and condemnation awards shall be used in replacing or restoring the property destroyed, damaged or taken; or, if not used for such purposes, shall be treated and applied as Net Revenues of the waterworks, but only with the consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

(e) So long as any of the Bonds or BANs are outstanding, the City shall not mortgage, pledge or otherwise encumber such works or any part thereof, nor shall it sell, lease or otherwise encumber such works of any part thereof, nor shall it otherwise dispose of any portion thereof except equipment or property which may become worn out, obsolete, or no longer suitable for use in the waterworks, provided that the City shall obtain the prior written consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

(f) If the BANs or Bonds are sold to the Authority through its IFA Program and the Bonds or Outstanding Bonds are outstanding and owned by the Authority, the City shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the waterworks other than for normal operating expenditures, or (ii) borrow any money (including without limitation any loan from other utilities operated by the City) in connection with the waterworks.

(g) Except as hereinbefore provided in Section 19 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said waterworks shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 17 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds and BANs herein authorized, and after the issuance of the Bonds and BANs, subject to the rights of the City under Section 21 hereof, this ordinance shall not be repealed or amended in any respect which will

adversely affect the rights of the owners of the Bonds and BANs, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or BANs or the interest thereon remains unpaid. Except in the case of changes described in Section 21(a)-(f), this ordinance may be amended, however, without the consent of the owners of the Bonds or BANs, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds and BANs; provided, however, that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(i) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Waterworks Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owners of said Bonds shall have all of the rights, remedies and privileges under Indiana law in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

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

other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 21. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section and Section 20(h), and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, to consent to and approve the adoption by the Common Council of the City of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority; and provided further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on, or mandatory sinking fund redemption date for, any Bond issued pursuant to this ordinance; or

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

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

(d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

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

(f) A reduction in the Reserve Requirement or the Open Market Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Common Council of the City from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

Section 22. Investment of Funds. (a) The Controller is hereby authorized to invest moneys pursuant to the provisions of this ordinance and IC 5-1-14-3 (subject to applicable requirements of federal law to insure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law.

(b) The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of the ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Controller may pay any fees as operation expenses of the waterworks.

Section 23. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

(a) The waterworks 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 BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of

arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the BANs or the Bonds, as the case may be. If the City enters into a management contract for the waterworks, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Treasury Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds, BANs, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the 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 or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

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

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

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the 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 or BANs to be treated as private activity bonds under Section 141 of the Code.

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

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code.

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

Section 24. Issuance of BANs. (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement ("Purchase Agreement") to be entered into between the City and the purchaser of the BAN or BANs. If any BANs are sold to

the Authority as part of its IFA Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Controller and the Clerk may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 25. Noncompliance with Tax Covenants. 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 and BANs 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 any Tax Section is unnecessary to preserve the Tax Exemption.

Section 26. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be deemed in any way to repeal or amend the ordinances authorizing the issuance of the

Outstanding Bonds, nor be construed as adversely affecting the rights of the holders of the Outstanding Bonds.

Section 27. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 28. Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

T Thomas F Didier
Council Member

APPROVED as to form and legality

Malak Heiny by LES
Malak Heiny, City Attorney

EXHIBIT A

Description of Project

Improvements to the Fort Wayne City Utilities (FWCU) water distribution system primarily focused on the replacement of approximately 2,100 residential lead water service lines. Projects funded in this phase will be generally targeted at areas located in census tract areas 9, 16 and 17. FWCU has a goal to replace all lead water service lines in its water distribution system over the next approximately 20 years. To help achieve that goal, FWCU has prioritized its estimated lead service area by census tracts and will proactively approach residential property owners with information on FWCU lead water service line replacement programs and projects to help them replace their lead water service lines leading into their homes.

EXHIBIT B

Financial Assistance Agreement

(To be Attached After Receipt from the Indiana Finance Authority)

BILL NO. _____

ORDINANCE NO. _____

An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith

WHEREAS, the City of Fort Wayne ("City") now owns and operates a municipal waterworks in accordance with the provisions of Title 8, Article 1.5 of the Indiana Code, as in effect on the date of delivery of the bonds herein authorized ("Act"); and

WHEREAS, the Board of Public Works ("Board") of the City has adopted a resolution advising the Common Council of the City ("Common Council") that the waterworks is in need of certain additions, improvements and extensions; and

WHEREAS, the Common Council has considered the Board's resolution and has determined that certain additions, improvements and extensions to said works are necessary and that preliminary plans and specifications and estimates have been prepared and filed by the engineers employed by the City for the construction of said additions, improvements and extensions, as more fully described on Exhibit A attached hereto and made a part hereof ("Project"), which preliminary plans and specifications and engineering estimates have been or will be approved by the Common Council and by all governmental authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("Department"); and

WHEREAS, the City will advertise for and receive bids for the construction of the Project, which bids will be subject to the City's determination to construct the Project and subject

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to the City's obtaining funds to pay for the Project; that on the basis of said engineering estimates, the maximum cost of the Project, including incidental expenses, is in the estimated amount of Thirteen Million Dollars ($13,000,000); and

WHEREAS, the Common Council finds that it does not have sufficient funds on hand available to apply to the costs of the Project, and that the entire cost of the Project is hereby authorized to be financed by the issuance of waterworks revenue bonds, in one or more series, and, if necessary, bond anticipation notes, in one or more series, in an aggregate principal amount not to exceed $13,000,000; and

WHEREAS, the Common Council finds that there are outstanding bonds payable out of the Net Revenues (as hereinafter defined) of the City's waterworks designated: (a) "Waterworks Revenue Bonds of 2011, Series B" ("2011B Bonds"), now outstanding in the amount of $17,753,000 and maturing annually over a period ending December 1, 2031; (b) "Waterworks Revenue Bonds of 2012" ("2012 Bonds"), now outstanding in the amount of $28,335,000 and maturing annually over a period ending December 1, 2032; (c) "Waterworks Revenue Bonds of 2014" ("2014 Bonds"), now outstanding in the amount of $58,720,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2034; (d) "Waterworks Revenue Bonds of 2019, Series A" ("2019A Bonds"), now outstanding in the amount of $10,910,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2039; (e) "Waterworks Revenue Bonds of 2019, Series B" ("2019B Bonds"), now outstanding in the amount of $6,894,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2048; (f) "Waterworks Revenue Bonds of 2019, Series C" ("2019C Bonds"), now outstanding in the amount of $20,319,000 and maturing

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annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2048; and (g) "Waterworks Revenue Bonds of 2021" ("2021 Bonds"), now outstanding in the amount of $44,480,000 and maturing annually over a period ending December 1, 2032 and semiannually from June 1, 2033 through December 1, 2044, which 2011B Bonds, 2012 Bonds, 2014 Bonds, 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds each constitute a first charge upon the Net Revenues of the waterworks; and

WHEREAS, the terms and conditions of the ordinances authorizing the issuance of the now outstanding 2011B Bonds, 2012 Bonds, 2014 Bonds 2019A Bonds, 2019B Bonds, 2019C Bonds and 2021 Bonds (hereinafter collectively, "Outstanding Bonds") provide that additional revenue bonds may be issued on a parity with the Outstanding Bonds provided certain tests are met, and the City finds that the finances of the waterworks are such as will enable meeting the conditions for the issuance of additional parity bonds and that, accordingly, the additional revenue bonds to be issued hereunder shall rank on a parity with the Outstanding Bonds; and

WHEREAS, except for the Outstanding Bonds, the City has no outstanding revenue bonds or other pledges against the Net Revenues of the Waterworks;

WHEREAS, the City desires to authorize the issuance of bond anticipation notes ("BANs") hereunder, in one or more series, if necessary, payable from the proceeds of waterworks revenue bonds issued hereunder and to authorize the refunding of the BANs, if issued; and

WHEREAS, the City is subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC"); the approval of the IURC will be obtained by the City prior to the issuance of the bonds authorized in this ordinance; and

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WHEREAS, the City may enter into a Financial Assistance Agreement, Funding Agreement, Grant Agreement, and/or Financial Aid Agreement with the Indiana Finance Authority ("Authority") together with any subsequent amendments thereto, as part of its drinking water loan program, supplemental drinking water and waste water assistance program, water infrastructure assistance ~~loan~~ program, and/or water infrastructure grant program ("IFA Program") established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4, ~~and~~ IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (collectively, "Financial Assistance Agreement") if any bonds or BANs are sold to the Authority through its IFA Program; and

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

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

WHEREAS, the City reasonably expects to reimburse certain preliminary costs of the Project with proceeds of debt to be incurred by the City in an amount not to exceed $13,000,000; and

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

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

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

Section 1. Authorization of Project; Reimbursement. The City shall proceed with the construction of the Project in accordance with the cost estimates and the preliminary plans and specifications heretofore prepared and filed by the consulting engineers employed by the City and are hereby adopted and approved, and by reference made a part of this ordinance as fully as if the same were attached hereto and incorporated herein. Two copies of the preliminary plans and specifications and the cost estimates are on file in the office of the Clerk of the City ("Clerk") and open for public inspection pursuant to IC 36-1-5-4. The estimated cost of construction of the Project will not exceed the sum of $13,000,000, plus investment earnings on the bond and BAN proceeds. The terms "waterworks," "waterworks system," "system," "works," and other like terms where used in this ordinance shall be construed to mean and include the Drinking Water System, as defined in the Financial Assistance Agreement, and includes the City's existing water distribution system, and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions, and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, including the Project. The Project shall be constructed in accordance with the preliminary plans and specifications heretofore mentioned, which preliminary plans and specifications are hereby approved. The Project shall be constructed and the bonds herein authorized shall be issued pursuant to and in accordance with the Act.

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The City hereby declares its official intent to complete the Project; to reimburse certain costs of completing the Project with proceeds of debt to be incurred by the City, and to issue debt not exceeding $13,000,000 in aggregate principal amount for purposes of paying and reimbursing costs of the Project.

In the event the bonds herein authorized or the BANs are purchased by the Authority as part of the IFA Program, on behalf of the City, the Common Council hereby (i) agrees to own, operate and maintain the waterworks and the Project for their useful life and (ii) represents and warrants to the Authority that the City has no intent to sell, transfer or lease the waterworks or the Project for their useful life.

Section 2. Issuance of BANs and Bonds. (a) The City shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply to the cost of the Project. The City shall issue its BANs, in one or more series, in an aggregate amount not to exceed Thirteen Million Dollars ($13,000,000) to be designated "[Taxable] Waterworks Bond Anticipation Notes of ___" (to be completed with the year in which issued and appropriate series designation, if any). The BANs shall be numbered consecutively from 1 upward, shall be sold at a price not less than 99% of their par value or at a price not less than 100% of their par value if sold to the Authority as part of the IFA Program, shall be in multiples of One Dollar ($1) if sold to the Authority as part of its IFA Program or in denominations of One Thousand Dollars ($1,000) or integral multiples thereof if sold to another purchaser, as set forth in the hereinafter defined Purchase Agreement for the BANs, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 5% per annum (the exact rate or rates to be determined through negotiation) payable upon maturity. The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or

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rates not to exceed 5% per annum (the exact rate or rates to be negotiated). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

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

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 if sold to the Authority, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The principal of and interest on the BANs shall be payable solely from the issuance of revenue bonds pursuant to and in the manner prescribed by the Act. The revenue bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), of the waterworks of the City after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and transfers for payment in lieu of property taxes ("PILOTs")) of the waterworks of the City, on a parity with the Outstanding Bonds. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance.

The City shall issue its waterworks revenue bonds, in one or more series, in an aggregate principal amount not to exceed $13,000,000 to be designated "[Taxable] Waterworks Revenue Bonds of _____" (to be completed with the year in which issued and series designation, if any)

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("Bonds") for the purpose of procuring funds to be applied on the cost of the Project, funding the Reserve Account continued herein, the payment of costs of issuance, refunding the BANs, if issued, and all other costs related to the Project. Each series of Bonds shall be sold at a price of not less than par value if sold to the Authority as part of its IFA Program or not less than 99% of their par value if sold to any other purchaser, as applicable, and shall be issued in the denomination of One Dollar ($1) or any multiple thereof consistent with the requirements of the Authority if sold to the Authority through its IFA Program or in denominations of Five Thousand Dollars ($5,000) each or integral multiples thereof if sold to any other purchaser, numbered consecutively from 1 upward, dated as of the date of delivery, and shall bear interest at a rate or rates not exceeding five percent (5%) per annum (the exact rate or rates to be determined by bidding or through negotiation with the Authority as part of its IFA Program), payable semiannually on June 1 and December 1 in each year, beginning on the first June 1 or the first December 1 following the date of delivery of the Bonds, as determined by the Controller of the City ("Controller") with the advice of the City's municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and the Bonds shall mature annually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on December 1 of each year, through December 1, 2032, and semiannually thereafter on June 1 and December 1 commencing June 1, 2033, over a period ending no later than thirty-five (35) years after their date of issuance, and in such amounts that will either: (i) produce as level annual debt service as practicable taking into account the annual debt service on the Outstanding Bonds and all Bonds issued hereunder; or (ii) if the Bonds are sold to the Authority as part of its IFA Program, allow the City to meet the coverage and/or amortization requirements of the IFA Program. If the Bonds are sold to the

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Authority as part of its IFA Program, such debt service schedule shall be finalized and set forth in the Financial Assistance Agreement. The Bonds shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent.

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 on December 1 for Bonds that mature annually and on June 1 and December 1 for Bonds that mature semiannually on the dates as determined by the successful bidder, but in no event later than the last serial maturity 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 principal payment dates which are hereinafter determined in accordance with the above paragraph.

Each series of Bonds issued hereunder shall rank on a parity for all purposes under this ordinance, including the pledge of Net Revenues.

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

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

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or

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BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on (or both) such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bonds otherwise contained herein).

Section 3. Registrar and Paying Agent; Book-Entry Provisions. (a) The Controller is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Bonds ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds. The Controller is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Controller is further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the ~~Waterworks~~ Sinking Fund (hereinafter defined) established to pay the principal of and interest on the Bonds as fiscal agency charges.

As to the BANs and as to the Bonds, if the purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and, in that case, is hereby charged with the performance of and all duties of and responsibilities of Registrar and Paying Agent.

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(b) If the Bonds or BANs are sold to the Authority through its IFA Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority, as part of its IFA Program, is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

If such Bonds are not sold to the Authority as part of its IFA Program or if wire transfer payment is not required, the principal of the Bonds and the principal and interest on the BANs shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Bonds shall be paid by check mailed to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. 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. 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). Notwithstanding anything to the contrary herein, the Bonds shall not be required to be

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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.

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

(c) 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 in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City, 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.

(d) The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the City.

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Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the ~~Waterworks~~ Sinking Fund continued in Section 154 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

(e) Interest on the Bonds sold to the Authority as part of its IFA Program shall be payable from the date or dates of payment made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the

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first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(f) 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"). The 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.

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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.

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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

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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.

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Section 4. Redemption of Bonds and BANs. (a) The BANs are prepayable by the City, in whole or in part, on any date, upon 20 days' notice to the owner of the BANs, without premium.

(b) For any Bonds sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, or any date thereafter, on sixty (60) days' notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(c) For any series of Bonds not sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no earlier than eight (8) years after their date of delivery and on any date thereafter, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity, on thirty (30) days' notice, at face value, with a premium no greater than 1%, plus accrued interest to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

(d) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous

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mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or cancelled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption at one time, the Bonds to be redeemed shall be selected by lot within a maturity 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.

(e) Notice of redemption shall be given not less than sixty (60) days for Bonds sold to the Authority as part of its IFA Program and not less than thirty (30) days for Bonds sold to any other purchaser prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the City as of the date which is sixty-five (65) days for Bonds sold to the Authority as part of its IFA Program and forty-five (45) days for Bonds sold to any other purchaser prior to such redemption date. The notice shall specify the

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date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 5. Execution and Negotiability. Each series of Bonds and BANs shall be executed in the name of the City by the manual, facsimile or electronic signature of the Mayor of the City ("Mayor"), countersigned by the manual, facsimile or electronic signature of the Controller, and attested by the manual, facsimile or electronic signature of its Clerk, and the seal of the City shall be affixed, imprinted or impressed to or on each of the Bonds and BANs manually, electronically, by facsimile or any other means; and these officials, by the execution of a signature and no litigation certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds or BANs. In case any officer whose signature or electronic or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The officers have full authority to execute any and all documents necessary to issue the Bonds and/or BANs and the use of electronic signatures by the officers are hereby authorized and affirmed with full valid legal effect and enforceability.

The Bonds and BANs shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

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The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

> [Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, 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. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF FORT WAYNE
[TAXABLE] WATERWORKS REVENUE BONDS OF _____[, SERIES _____]

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

(SEE EXHIBIT A)

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above, **[**or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,**]** on **[**the Maturity Date set forth above**]** **OR** **[**June 1 and December 1 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 Principal Sum shall be fully paid at the interest rate**[**s**]** per annum stated **[**above**]** **OR** **[**on Exhibit A attached hereto**]** from **[**the dates of payment made on this bond**]** **OR** **[**the interest payment date to which interest has been

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paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20__, which case it shall bear interest from the Original Date,] which interest is payable semiannually on June 1 and December 1 of each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the [designated trust] office of _____ ("Registrar") or ("Paying Agent"), in the _____ of _____, _____]. All payments of [principal of and] interest on this bond shall be paid by [check mailed one business day prior to the interest payment date] **OR** [paid by wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] **OR** [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 the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City [[to be] [issued in series]][, of like date, tenor and effect, except as to numbering, interest rate[, series designation,] and date of maturity]; in the total amount of _____ Dollars ($_____); numbered consecutively from 1 up; issued for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipally owned waterworks system of the City[, to refund interim notes issued in anticipation of the bonds] and to pay issuance expenses. This bond is issued pursuant to an ordinance adopted by the Common Council of the City on the ___ day of _____, 2022, entitled "An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the

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municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 8-1.5 as in effect on the date of delivery of the bonds of this issue ("Act").

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants pertaining to the waterworks project and the purchase of this bond as part of the drinking water loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, [including the Waterworks Revenue Bonds of _____, Series ___ ("Series ____ Bonds")] and any bonds hereafter issued on a parity therewith are payable solely from the Waterworks Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as the gross revenues, inclusive of System Development Charges (as defined in the Ordinance), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, but not including depreciation and payments in lieu of property taxes) of the waterworks of the City. This bond and the issue of which it is a part rank on a parity with the Outstanding Bonds (as defined in the Ordinance) [and the Series ____ Bonds], in accordance with the terms thereof.

The City irrevocably pledges the entire Net Revenues of the waterworks to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Outstanding Bonds [and the Series ____ Bonds], to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of [operation, repair and maintenance] **OR** [Operation and Maintenance (as defined in the Financial Assistance Agreement, as defined in the Ordinance)] of the waterworks and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for under Indiana law.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the waterworks, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the waterworks, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge against the Net Revenues of said works, on a parity with the Outstanding Bonds [and the Series ____ Bonds].

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The bonds of this issue maturing on _____ 1, 20__, and thereafter, are redeemable at the option of the City on _____ 1, 20__, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, in [inverse] [the] order of maturity [as determined by the City] and by lot within a maturity, at face value together with the following premiums:

____% if redeemed on _____, or thereafter
on or before _____;
____% if redeemed on _____, or thereafter
on or before _____;
____% if redeemed on _____, or thereafter
prior to maturity;

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

[The bonds maturing on _____ 1, 20_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

Term Bond		Term Bond	
Date	Amount	Date	Amount
*		*	

*Final Maturity]

Each [One Dollar ($1)] **OR** [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 shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

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

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

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This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [designated trust] office of the Registrar by the registered owner hereof in person, or by his 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 his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized 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. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

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

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000] **OR** [$1] or any integral multiple thereof.

[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 DTC, or any substitute agreement, effecting such Book Entry System.]

It is hereby certified and recited 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.

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

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual, facsimile or electronic signature of its Mayor, countersigned by the manual, facsimile or electronic signature of the Controller, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually, electronically or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By: _____
Mayor

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COUNTERSIGNED:

By: _____
Controller

[SEAL]

Attest:

_____
Clerk

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 _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

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

[EXHIBIT A]

(End of Bond Form)

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Section 7. Authorization for Preparation and Sale of the Bonds and BANs; Official Statement; Continuing Disclosure. (a) The Controller is hereby authorized and directed to have the Bonds and BANs prepared, and the Mayor, the Controller and the Clerk are hereby authorized and directed to execute and attest the Bonds and BANs in the form and manner provided herein.

(b) The Controller is hereby authorized and directed to deliver the Bonds and BANs to the respective purchasers thereof. At the time of delivery of the Bonds and BANs, the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than the par value of the BANs if sold to the Authority as part of its IFA Program, not less than 99% of the par value of the BANs if sold to any other purchaser, not less than the par value of the Bonds if sold to the Authority as part of its IFA Program, and not less than 99% of the par value of the Bonds if sold to any other purchaser, as the case may be, plus accrued interest to the date of delivery, if any. The City may receive payment on the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City payable out of the Net Revenues of the waterworks, on a parity with Outstanding Bonds, to be set aside into the Sinking Fund as herein provided. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to sell the Bonds, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

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(c) Distribution of an official statement (preliminary and final) prepared by H.J. Umbaugh & Associates, Certified Public Accountants, LLP on behalf of the City ("Official Statement"), is hereby authorized and approved and the Mayor and Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Controller is authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission ("Rule").

If an Official Statement is not required upon delivery of the Bonds, the City shall obtain an investment letter from the purchaser of the Bonds which satisfies federal and state securities laws applicable to the Bonds.

(d) If required under the Rule, the Mayor and Controller are hereby authorized and directed to complete, execute and attest a continuing disclosure undertaking ("Disclosure Undertaking") for the Bonds on behalf of the City, in a form consistent with this ordinance. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 8. Sale of the Bonds; Award of Bonds. If the Bonds will be sold at a competitive sale, the Controller shall 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 in accordance with IC 5-1-11-2(a) and IC 5 1-11-1(a)(1) which meets 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

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described in (i) above, all in accordance with IC 5-1-11-2(b) and IC 5 1-11-1(a)(1) and IC 5-3-1; (iii) a notice or notices as determined by the Controller, upon the advice of the City's municipal advisor, to assist the City with the sale of the Bonds pursuant to IC 5-1-11-1(a)(2); or (iv) the City may negotiate a sale with a potential bidder, upon the advice of the City's municipal advisor. A notice or summary notice of sale may also be published one time in the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. 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 winning bidder shall be required to submit a certified or cashier's check in an amount equal to 1% of the principal amount of the Bonds described in the notice within twenty-four hours of the sale and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default; that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or

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one-hundredth (1/100) of one percent (1%). The notice may state that the rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

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

As an alternative to public sale, the Controller may negotiate the sale of the Bonds to the Authority as part of its IFA Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as part of its IFA Program; (ii) execute a Financial Assistance Agreement with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The substantially final form of Financial Assistance Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved by the Common Council and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement,

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which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

Section 9. Financial Records and Accounts. (a) The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the waterworks and all disbursements made therefrom and all transactions relating to the waterworks. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) If any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the waterworks in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 10. Premium. The premium received at the time of delivery of the Bonds, if any, shall be deposited in the ~~Waterworks~~ Sinking Fund continued in Section 154.

Section 11. Use of Proceeds and Costs of Issuance. The proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of Fort Wayne, Waterworks Construction Account" ("Construction Account"). All funds deposited to the credit of the ~~Waterworks~~ Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public

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funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 11 and IC 5-1.2-10. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the cost of the Project, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds. The cost of obtaining the services of Ice Miller LLP, the City Attorney and Baker Tilly Municipal Advisors, LLC shall be considered as a part of the cost of the Project on account of which the Bonds and BANs are issued.

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

If any Bonds are sold to the Authority as part of its IFA Program, to the extent (a) that the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms forth in the Financial Assistance Agreement.

Each of the funds and accounts of the waterworks shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including, particularly, applicable provisions of Indiana

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Code 5-13-9, as amended and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. Any interest or income derived from any such investments shall become a part of the moneys in the fund or account so invested.

Section 12. Pledge of Net Revenues. The interest on and the principal of the Bonds issued pursuant to the provisions of this ordinance, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, on a parity with the Outstanding Bonds, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds, to the extent necessary for that purpose. The City shall not be obligated to pay the Bonds or the interest thereon except for the Net Revenues, and the Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 13. Revenue Fund. All income and revenues derived from the operation of the waterworks and from the collection of water rates and charges (including any System Development Charges) shall be deposited upon receipt in the Revenue Fund ("Revenue Fund") hereby continued. The Revenue Fund shall be maintained separate and apart from all other accounts of the City. Out of the revenues in the Revenue Fund, the proper and reasonable expenses of operation, repair and maintenance of the waterworks shall be paid, the requirements of the Sinking Fund shall be met and the costs of depreciation, replacements, improvements, extensions or additions to the waterworks shall be paid.

~~Section 12.~~Section 14.Operation and Maintenance Fund. There shall be set apart and paid out of the Revenue Fund~~gross revenues of the waterworks~~ into a cash operating fund previously established and continued and designated as the Waterworks Operation and Maintenance Fund ("Operation and Maintenance Fund") an amount necessary and sufficient to

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maintain a balance therein sufficient to pay the monthly costs of operating, repairing and maintaining said waterworks for at least the next two (2) ensuing calendar months. The moneys credited to the Operation and Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the waterworks on a day-to-day basis, but none of the moneys in said fund shall be used for remediating depreciation, replacements, improvements, extensions or additions with respect to the waterworks. Any balance in the Operation and Maintenance Fund may be transferred to the ~~Waterworks~~ Sinking Fund if necessary to prevent a default in the payment of principal of or interest on outstanding bonds of the waterworks.

~~Section 13.~~Section 15.Waterworks Sinking Fund. The Waterworks Sinking Fund ("Sinking Fund") previously established and continued hereby and designated and constituted as the special fund for the payment of the interest on and principal of revenue bonds which by their terms are payable from the Net Revenues of the waterworks (including any System Development Charges that are considered Net Revenues). The Sinking Fund shall continue to be divided into two accounts hereby designated as the Waterworks Debt Service Account (""Debt Service Account"") and the Waterworks Reserve Account (""Reserve Account""). Such payments shall continue until the balances in the Debt Service Account and the Reserve Account equal the principal of and interest on all of the then outstanding bonds of the waterworks to the final maturity and provide for payment of all fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Debt Service Account. There shall be transferred on or before the last day of each month from the Revenue Fund to the Debt Service Account an amount of the Net Revenues equal to (i) at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date,

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and (ii) at least one-twelfth (1/12) of the principal on all then outstanding bonds maturing through and including December 1, 2032, and thereafter at least one-sixth (1/6) of the principal on all then outstanding bonds payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so credited. There shall similarly be credited to the Debt Service Account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Debt Service Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of bank fiscal agency charges.

There is hereby continued, within the Sinking Fund, the Reserve Account which shall serve as the debt service reserve for all Outstanding Bonds and any Bonds issued hereunder. The City may deposit Bond proceeds, funds on hand, or a combination thereof, into the Reserve Account on the date of delivery of any series of Bonds to cause the balance therein to equal the hereinafter defined Reserve Requirement. If the balance does not equal the Reserve Requirement on the date of delivery of the Bonds, the City shall deposit a sum of Net Revenues of the waterworks into the Reserve Account on the last day of each calendar month until the balance therein equals the maximum annual debt service on the Bonds, the Outstanding Bonds, and any parity bonds issued in the future by the City which are payable from the Net Revenues of the waterworks ("Parity Bonds") ("Reserve Requirement"). The monthly deposits shall be equal in amount and sufficient to accumulate the Reserve Requirement five (5) years of the date of delivery of the Bonds.

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The Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds, the Outstanding Bonds and any Parity Bonds and the moneys in the Reserve Account shall be used to pay current principal and interest on the Bonds, the Outstanding Bonds and any Parity Bonds to the extent that moneys in the Debt Service Account are insufficient for that purpose. Amounts in the Reserve Account in excess of the Reserve Requirement shall be transferred from time to time to the Debt Service Account and thereupon applied to the required payments into the Debt Service Account as provided above or shall be transferred to the Depreciation Fund (as hereinafter defined). In the event moneys held in the Reserve Account are used to pay principal of and interest on the Outstanding Bonds, the Bonds or any Parity Bonds, then such depletion of the Reserve Account shall be made up from available Net Revenues within twelve (12) months from substantially equal monthly deposits, after required deposits to the Debt Service Account, to restore the balance of the Reserve Account to an amount equal to the Reserve Requirement.

All or a part of the Reserve Requirement for the Bonds issued under this ordinance may be deemed to be satisfied if there is on deposit in the Reserve Account, any surety bond, insurance policy, guaranty, letter of credit or other credit facility in any amount equal to the Reserve Requirement for the Bonds without regard to any Outstanding Bonds not secured by the surety. If any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program, the City must obtain the consent of the Authority to provide funding in its Reserve Account as authorized in this paragraph. If any part of the Reserve Account for the Bonds is funded as authorized in this paragraph, the City is authorized to create a subaccount of the Reserve Account which only secures the Bonds.

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After the Outstanding Bonds which are not owned by the Authority as part of its IFA Program are no longer outstanding (the 2012 Bonds and the 2014 Bonds), the City shall be authorized to create a subaccount within the Reserve Account to secure any Parity Bonds which are not sold to the Authority as part of its IFA Program to be funded at a level equal to the least of (i) maximum annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program); (ii) 125% of average annual debt service on the Parity Bonds (not initially purchased by or for the account of the IFA Program) or (iii) 10% of the stated principal amount or issue price, as applicable, of the Parity Bonds (not initially purchased by or for the account of the IFA Program) ("Open Market Reserve Requirement"). The subaccount shall be funded on a parity basis with the Reserve Account with any withdraws from the Reserve Account and the subaccount being replenished on a parity basis.

If any Bonds are sold to the Authority as part of the IFA Program, the Sinking Fund, containing the Debt Service Account and the Reserve Account, and the Construction Account (to the extent funded with Bonds sold to the Authority as part of the IFA Program) may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Debt Service Account and the Reserve Account in accordance with this Section 154, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's Ooutstanding bBonds. The financial institution selected to serve in this role may also serve as Registrar and Paying Agent for any series of the Bonds and for all or any of the Ooutstanding Bbonds of the City. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any series of the Bonds and for all or any of the Ooutstanding

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Bbonds of the City. If the Construction Account is so held in trust, the City shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement with respect to the Bonds. The Mayor and the Controller are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

~~Section 14.~~Section 16.Funding Improvements to the Waterworks. Any excess revenues of the waterworks available after making the deposits required by Sections 1~~3~~4 and 1~~4~~5 may be transferred or credited from the Revenue Fund~~set aside~~ and paid into the special utility fund which is hereby continued and designated as the Waterworks Depreciation Fund ("Depreciation Fund"), and be used to pay the cost of additions, improvements and extensions to the waterworks, and to make payments representing PILOTs. The City reserves the right to transfer PILOTs from the Depreciation Fund no more frequently than semiannually, in accordance with the Act, and only if all required transfers have been made to the Sinking Fund and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. If any BANs or Bonds are sold to the Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the waterworks shall be transferred to the General Fund of the City or be used for any purpose not connected with the waterworks, other than to pay PILOTs as set forth in this section. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the Operation and Maintenance Fund or the Sinking Fund. No revenues of the waterworks shall

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be deposited in or credited to the Depreciation Fund which will interfere with the requirements of the Sinking Fund.

In the event of any deficiency at any time in the Operation and Maintenance Fund or the Sinking Fund, funds may be withdrawn from the Depreciation Fund for deposit into said Operation and Maintenance Fund or Sinking Fund in the amount of such deficiency.

~~Section 15.~~Section 17.Maintenance of Accounts; Investments. The Sinking Fund shall be deposited in and maintained as a separate banking account or accounts from all other accounts of the City. The Operation and Maintenance Fund and the Depreciation Fund may be maintained in a single banking account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other banking accounts of the City and apart from the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this ordinance. Nothing in this section or elsewhere in this ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts continued by this ordinance except that (a) the Sinking Fund and the Construction Account shall be maintained as a separate bank account from the other Funds and Accounts of the waterworks, and (b) the other Funds and Accounts of the waterworks shall be maintained as a separate bank account from the other funds and accounts of the City.

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~~Section 16.~~Section 18.Defeasance of the Bonds. If, when the Bonds or a 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 or a portion thereof then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's waterworks.

~~Section 17.~~Section 19.Rate Covenant. The City shall establish and maintain just and equitable rates for the use of and the service rendered by the waterworks, which shall to the extent permitted by law produce sufficient revenues at all times provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its IFA Program, to provide for the proper operation, repair and maintenance or Operation and Maintenance (as defined in the Financial Assistance Agreement) if the Bonds are sold to the Authority through its IFA~~DWSRF~~ Program, to comply with and satisfy all covenants contained in this ordinance and the Financial Assistance Agreement, to provide the sinking fund and debt service reserve for the liquidation of bonds or other evidences of

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indebtedness, to provide adequate funds to be used as working capital, as well as funds for making extensions, additions, and replacements, and also, for the payment of any taxes that may be assessed against such utility, it being the intent and purpose hereof that such charges shall produce an income sufficient to maintain such utility property in a sound physical and financial condition to render adequate and efficient service. So long as any of the Bonds herein authorized are outstanding, none of the facilities or services afforded or rendered by said system shall be furnished without a reasonable and just charge being made therefor. The City shall pay like charges for any and all services rendered by said utility to the City, and all such payments shall be deemed to be revenues of the utility. Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance and said requirements of the Sinking Fund.

~~Section 18.~~Section 20.Additional BANs and Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its waterworks, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the waterworks, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund and the accounts thereof shall have been made in accordance with the provisions of this ordinance, and the interest on and principal of all bonds payable from the Net Revenues of the waterworks shall have been paid to date in accordance with their terms.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the Reserve Account shall equal not less than the Reserve Requirement for the Outstanding Bonds if

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any are then outstanding, the Bonds and all then outstanding bonds ranking on a parity therewith, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the newly issued Parity Bonds or other funds of the City, and furthermore, the ordinance authorizing the proposed additional Parity Bonds must include a provision requiring the City to build the balance in the Reserve Account to an amount equal to the Reserve Requirement for the proposed additional Parity Bonds, unless the Reserve Account is fully funded as of the time of issuance of the additional Parity Bonds, from available Net Revenues over a five-year period with substantially equal monthly deposits of Net Revenues after the required deposits to the Debt Service Account.

(c) The Net Revenues of the waterworks in the fiscal year immediately preceding the issuance of any such additional Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds, the water rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the waterworks shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose. In addition, for purposes of this subsection, with respect to any Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges

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unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (c).

(d) The principal of said additional Parity Bonds shall be payable annually on December 1 through and including December 1, 2032 and semiannually thereafter on June 1 and December 1 and the interest on said additional Parity Bonds shall be payable semiannually on June 1 and December 1 in the years in which such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be payable on June 1 and/or December 1 during the periods in which such maturity amounts are payable.

(e) If any Bonds are sold to the Authority through its IFA Program, (i) the City has obtained the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements, and covenants contained in the Financial Assistance Agreement and this ordinance, and (iii) the City is in compliance with its waterworks permits, except for non-compliance for which the Parity Bonds are to be issued, including refunding bonds issued prior to, but part of, the overall plan to eliminate such non-compliance.

~~Section 19.~~Section 21.Further Covenants of the City. For the purpose of further safeguarding the interests of the owners of the Bonds and BANs, it is hereby specifically provided as follows:

(a) All contracts let by the City in connection with the Project shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their

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terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) The Project shall be completed under the supervision and subject to the approval of the consulting engineers for the Project or such other competent engineer as shall be designated by the Common Council.

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

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the City shall maintain insurance (which must be acceptable to the Authority if the Authority owns any Bonds or Outstanding Bonds) on the insurable parts of the waterworks of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. In addition to or in lieu of the foregoing, the City may provide coverage on all or part of the waterworks comparable to that described above through a self-insurance program, but only with the consent of the Authority, if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program. All insurance proceeds and condemnation awards shall be used in replacing or restoring the property destroyed, damaged or taken; or, if not used for such purposes, shall be treated and applied as Net Revenues of the waterworks, but only with the consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

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(e) So long as any of the Bonds or BANs are outstanding, the City shall not mortgage, pledge or otherwise encumber such works or any part thereof, nor shall it sell, lease or otherwise encumber such works of any part thereof, nor shall it otherwise dispose of any portion thereof except equipment or property which may become worn out, obsolete, or no longer suitable for use in the waterworks, provided that the City shall obtain the prior written consent of the Authority if any Bonds or Outstanding Bonds are owned by the Authority as part of its IFA Program.

(f) If the BANs or Bonds are sold to the Authority through its IFA Program and the Bonds or Outstanding Bonds are outstanding and owned by the Authority, the City shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the waterworks other than for normal operating expenditures, or (ii) borrow any money (including without limitation any loan from other utilities operated by the City) in connection with the waterworks.

(g) Except as hereinbefore provided in Section 2019 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said waterworks shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 187 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds and BANs herein authorized, and after the issuance of the Bonds and BANs, subject to the rights of the City under Section 221 hereof, this ordinance shall

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not be repealed or amended in any respect which will adversely affect the rights of the owners of the Bonds and BANs, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or BANs or the interest thereon remains unpaid. Except in the case of changes described in Section 2~~1~~(a)-(f), this ordinance may be amended, however, without the consent of the owners of the Bonds or BANs, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds and BANs; provided, however, that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(i) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the ~~Waterworks~~ Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owners of said Bonds shall have all of the rights, remedies and privileges under Indiana law in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

(j) For the purpose of this Section 2~~1~~0, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for a periodic payments made from the revenues of the waterworks, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an

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expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

~~Section 20.~~Section 22.Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section and Section 2~~1~~0(h), and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, to consent to and approve the adoption by the Common Council ~~of the City~~ of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that if any Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority; and provided further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on, or mandatory sinking fund redemption date for, any Bond issued pursuant to this ordinance; or

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

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

(d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

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

(f) A reduction in the Reserve Requirement or the Open Market Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66 2/7%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Common Council ~~of the City~~ from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

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~~Section 21.~~Section 23.Investment of Funds. (a) The Controller is hereby authorized to invest moneys pursuant to the provisions of this ordinance and IC 5-1-14-3 (subject to applicable requirements of federal law to insure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law.

(b) The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of the ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Controller may pay any fees as operation expenses of the waterworks.

~~Section 22.~~Section 24.Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

(a) The waterworks 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 BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a

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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 BANs or the Bonds, as the case may be. If the City enters into a management contract for the waterworks, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Treasury Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds, BANs, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the 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 or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

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

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

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the 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 or BANs to be treated as private activity bonds under Section 141 of the Code.

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

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code.

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

~~Section 23.~~Section 25.Issuance of BANs. (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement ("Purchase Agreement") to be entered into between

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the City and the purchaser of the BAN or BANs. If any BANs are sold to the Authority as part of its IFA Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Controller and the Clerk may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

~~Section 24.~~Section 26.Noncompliance with Tax Covenants. 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 and BANs 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 any Tax Section is unnecessary to preserve the Tax Exemption.

~~Section 25.~~Section 27.Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be

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deemed in any way to repeal or amend the ordinances authorizing the issuance of the Outstanding Bonds, nor be construed as adversely affecting the rights of the holders of the Outstanding Bonds.

~~Section 26.~~Section 28.Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

~~Section 27.~~Section 29.Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

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PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana, on this _____day of _____, 2022.

COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

By:_____
Member of the Common Council

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

Presented by me to the Mayor of the City of Fort Wayne this ___ day of _____, 2022 at __:__ _.m.

_____
Clerk

Signed and approved by me, the Mayor of the City of Fort Wayne, this ___ day of _____, 2022 at __:__ _.m.

_____
Mayor

5" = "5" "4859-9817-3232.1" "" 4859-9817-3232.15" = "1" "4859-9817-3232.1" ""

EXHIBIT A

Description of Project

[Lead Service Line Replacement]

5" = "1" "4859-9817-3232.1" ""

EXHIBIT B

Financial Assistance Agreement

(Attached)

5" = "1" "4859-9817-3232.1" ""

Preliminary Engineering Report 2022

Water Utility Improvements
Lead Service Line Replacements

For the

City of Fort Wayne, Indiana
Allen County, Indiana

March, 2022

Prepared by:

Hometown Engineering, LLC
For
Fort Wayne City Utilities

Preliminary Engineering Report
2022

Water Utility Improvements
Lead Service Line Replacements

City of Fort Wayne

March, 2022

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CHAPTER 1
PROJECT LOCATION AND SCOPE

INTRODUCTION

The City of Fort Wayne owns and operates a municipal water utility. The water treatment plant was originally constructed in the 1930s and major expansions have occurred in the 1950s and the 1980s. Currently, the plant is rated to provide 72 mgd to the customers of the utility.

All of the water is currently supplied by a low service pumping station on the St. Joe River that was constructed with the original facilities. The St. Joe Dam Pump Station has four pumps that supply raw water to the Three Rivers Filtration Plant. The total listed pumping capacity is 210 mgd, with a firm capacity of 140 mgd. Two reservoirs upstream of the St. Joe Dam provide emergency raw water storage.

The water is pumped from the St. Joe Dam through two parallel raw water mains to the Three Rivers Filtration Plant (TRFP). All of the potable water provided by the Fort Wayne Water Utility is treated at the Three Rivers Filtration Plant. General facilities at the plant include primary flocculation and settling, secondary flocculation and settling, and filtration. Chemical addition includes ferric sulfate, lime, powdered activated carbon on an intermittent basis, orthophosphate, fluoride, free chlorine, and chlorine dioxide and ammonia for disinfection.

Over the years, design professionals have conducted several studies to evaluate the capacity of the supply, treatment and distribution facilities to meet current and future flow requirements and regulations.

Fort Wayne is constructing groundwater wells at the Three Rivers Filtration Plant that will allow for the blending of up to 10 MGD of groundwater to the current water supply from the St. Joe Dam. This will allow for better operational control during runoff events and will allow for a reduction in chemical usage during these events. The runoff events occasionally result in taste and odor issues for customers. In addition, the completion of the project will provide some redundancy in raw water supply.

PROJECT AREA

Fort Wayne is located in central Allen County in northeast Indiana. Interstate 69 passes to the west of the City, and US Routes 33, 30, and 24, and State Roads 1, 3, and 14 pass through the City. Figure 1 attached to this chapter is a map of the City of Fort Wayne. The City is located on the Huntertown, Cedarville, Fort Wayne East, and Fort Wayne West Quadrangles, Townships 31N and 32N, Ranges 12E and 13E, all sections.

The twenty-year study and service area is the corporate limits of the City of Fort Wayne and the immediately surrounding area, as they are expected to exist in 20 years. Figure 1 -1 identifies the current service area and the proposed twenty-year service area. estimated to be directly served by Fort Wayne.

Fort Wayne is a regional utility and provider of water services and currently provides wholesale water treatment services to the City of New Haven's water system, just to the east of Fort Wayne's service area.

PROJECT NEED

The City of Fort Wayne continually evaluates the needs of the water utility. The master plans for both the distribution and the treatment facilities were last updated in 2019 for a ten- year planning criteria. The critical needs are based on the three performance criteria of adequacy, efficiency, dependability and reliability, as defined by the AWWA Research Foundation.

This project will address the replacement of lead service lines in underserved areas of the City.

PROJECT SCOPE

Several neighborhoods in the City have been identified for lead service line replacements (LSLR). The selected areas have been identified as priority area for LSLR based on factors including income levels, poverty levels, presence of children under the age of 17, and lead sampling results in the areas. The City is proposing to replace most of these service connections using horizontal directional drilling method.

WATER LOSS AUDIT

The City has completed a validated Water Loss Audit in accordance with SEA 4 and submitted the certifications to the IFA for both Honeysuckle and the City of Fort Wayne Water Utilities.

REGIONAL PLANNING MEETINGS

The City has participated in annual Regional Planning Meetings in accordance with SEA 4.

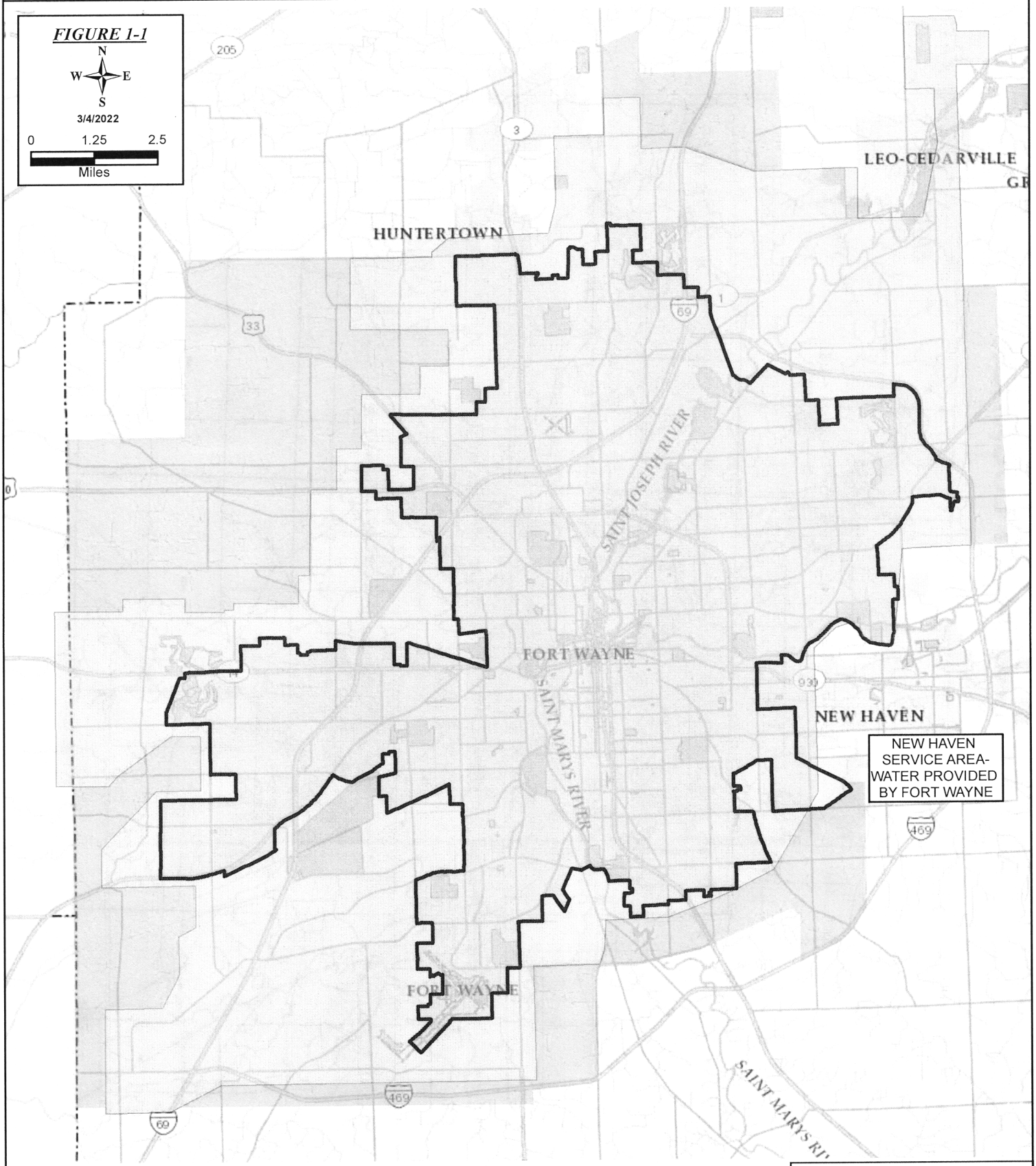
CERTIFIED OPERATOR

The City of Fort Wayne has several certified operators, and the certification needs will not change as a result of this project.

CHAPTER EXHIBITS

Figure 1-1 Fort Wayne Map and Twenty-Year Service Area
Figure 1-2 LSLR Replacement Location

EXISTING AND TWENTY YEAR SERVICE AREA



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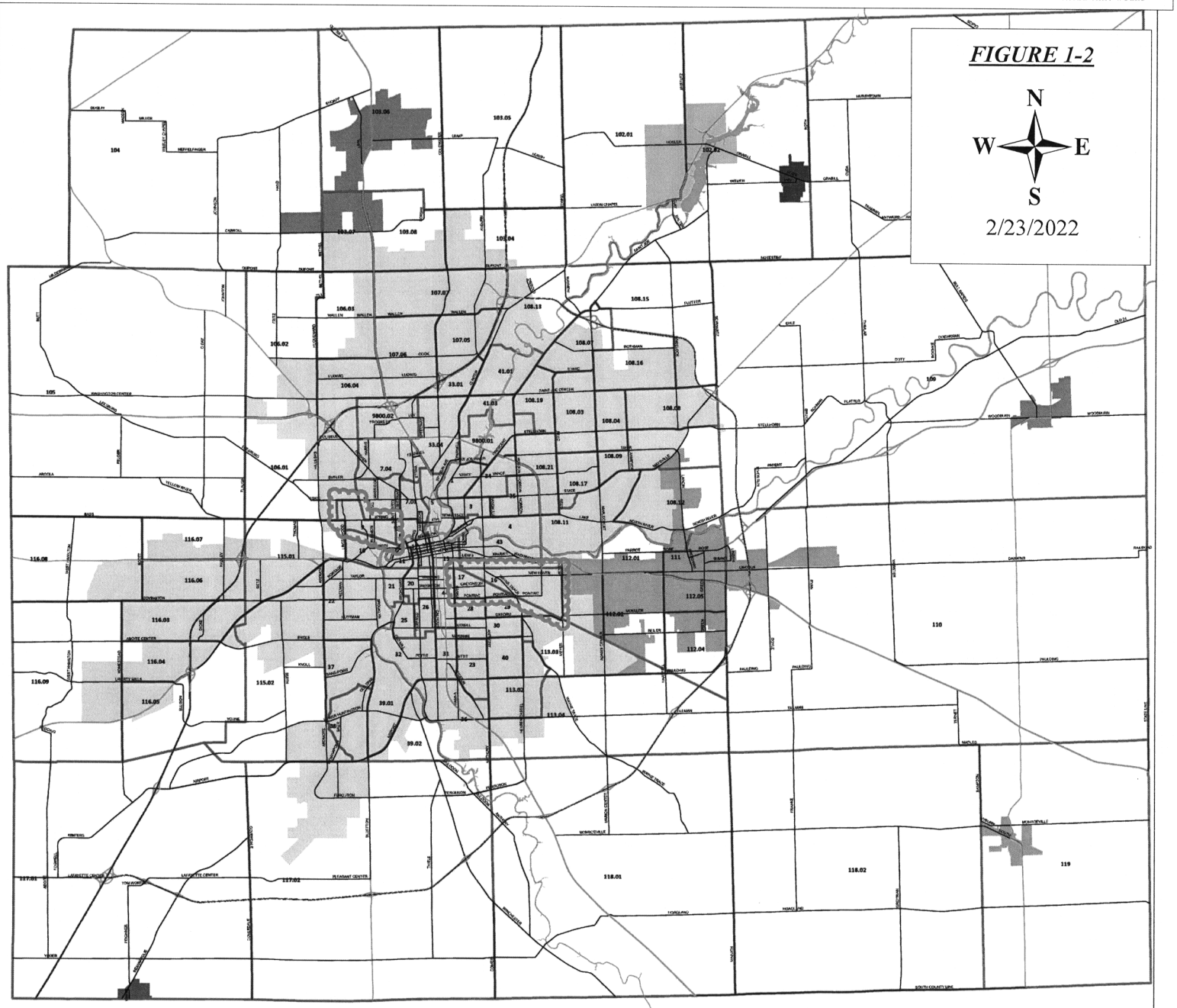
LSLR REPLACEMENT LOCATION

CITY UTILITIES
WATER THAT WORKS



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 1-2 LSLR Replacement Location\Figure 5-1a.mxd

CHAPTER 2
CURRENT SITUATION

EXISTING FACILITIES

The City of Fort Wayne provides potable water to over 250,000 people in the water service area through 103,427 meters. As previously described, all of the potable water in the City of Fort Wayne is supplied by a low service pumping station on the St. Joe River that was constructed in the 1930's. The water is then treated at the Three Rivers Filtration Plant (TRFP). The original plant was constructed in the 1930's and major plant expansions occurred in the 1950's and the 1980's. The plant is rated to treat 72 mgd. Exhibit 2-2 to this chapter includes an equipment summary at the St. Joe Dam Pumping Station and the Three Rivers Filtration Plant; Exhibit 2-3 provides a schematic of the flow through the plant, and Exhibit 2-4 provides a history of high service pumping.

There are approximately 1,169 miles of water main in the City of Fort Wayne, and a total of 1,406 miles within the service area. There are nine elevated storage tanks and two above ground storage tanks with a total capacity of 18.5 million gallons. An additional 20 MG of storage capacity is available in reservoirs at the TRFP. Exhibit 2-5 to this chapter contains the summary of distribution system facilities and Figure 2-1 is a map of the existing distribution system.

Table 2-1 identifies the existing water consumption for the City of Fort Wayne Water Utility for 2021.

TABLE 2-1
EXISTING TRFP FLOWS

Domestic (D)	14.9 MGD
Commercial/Institutional (C)	5.7 MGD
Industrial (I)	1.7 MGD
Governmental	.5 MGD
Unmetered Authorized	2.1 MGD
Total DCI	**24.3 MGD**
Water Loss	6.9 MGD
Average Design Flow	31.2 MGD
Peak Day	45.7 MGD
Peak Hour	55.6 MGD
PLANT FLOW CAPACITY	**72 MGD**

The City performs an annual water loss audit. During 2020, the actual metered consumption in the service area was 23.4 MGD and unmetered authorized consumption was 2.2 MGD. The TRFP supplied a total of 11,881 MG, an average of 32.6 MGD. This calculates to a water loss of 21.1%. Of this percentage, 4.6% is apparent loss, and real water loss is 16.5%. The water loss in 2020 was less than the water loss in 2019.

PROJECT NEED AND DESCRIPTION

Several neighborhoods in the City have been identified for lead service line replacements (LSLR). The selected areas have been identified as priority area for LSLR based on various factors including poverty levels, income levels, and lead sampling results from the areas. The City is proposing to replace most of these service connections using horizontal directional drilling method.

Significant users do not provide an impact to the City of Fort Wayne as a result of its large size. Exhibit 2-6 provides a list of the significant users. Exhibit 2-7 to this chapter contains the 2021 Water Quality Report from the Three Rivers Filtration Plant. The Water Quality Report provides a summary of the treatment plant performance and costs for the previous year, including the results of lab testing of the raw and finished water.

CHAPTER EXHIBITS

Figure 2-1 Existing Water Distribution System Map

Exhibit 2-2 Equipment Summary
Exhibit 2-3 Plant Flow Schematic
Exhibit 2-4 High Service Pumping Graph
Exhibit 2-5 Distribution System Facilities
Exhibit 2-6 List of Significant Users
Exhibit 2-7 2021Water Quality Report

CITY OF FORT WAYNE
WATER UTILITY DISTRIBUTION

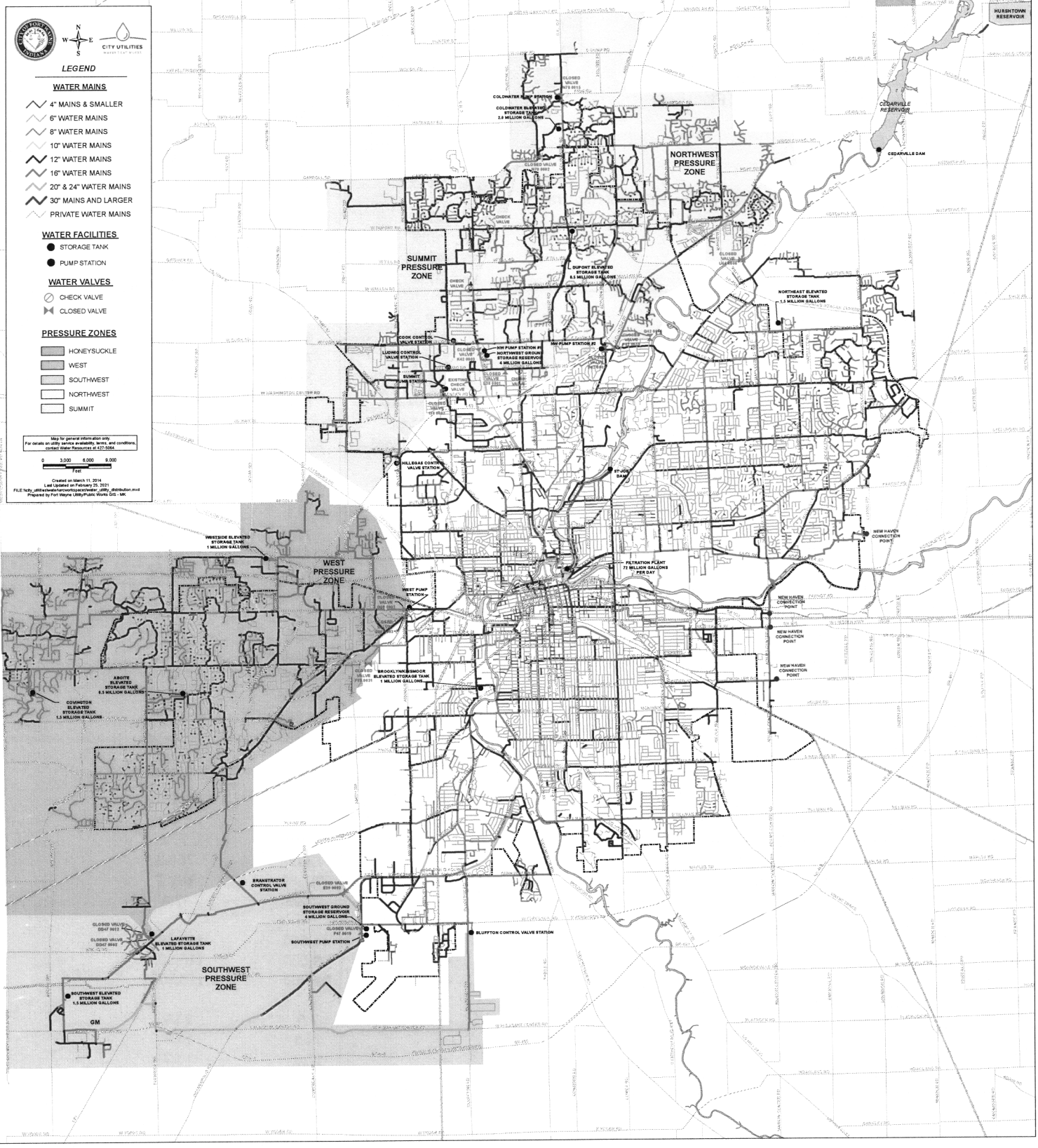


EXHIBIT 2-2

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Primary Flocculation			
Number of Trains	2	3	2
Number of Stages	3	3	3
Top Elevation of Tanks	771.5	772.5	772.5
Bottom Elevation of Tank	742.0	755.0	752.75
W.S. Elevation at 24 mgd Plant Rate	768.27	769.05	770.2
Volume, gal.			
Stage 1	67,900	42,000	115,800
Stage 2	91,100	78,800	115,800
Stage 3	152,700	99,400	115,800
Theoretical Detention Time at 24 mgd Plant Rate, min.			
Stage 1	8.2	7.6	13.9
Stage 2	10.9	14.2	13.9
Stage 3	18.3	17.9	13.9
Total	37.4	39.7	41.7
Primary Settling			
Number of Trains	2	3	2
Tank Area, sq. ft.	6,800	3,700	7,100
Top Elevation of Tank	771.5	772.0	772.0
Bottom Elevation of Tank (avg.)	754.83	754.5	752.83
W.S. Elevation at 24 mgd Plant Rate	768.23/767.21[1]	769.1	770.03
Depth at 24 mgd Plant Rate, ft.	13.4/12.38[1]	14.5	17.2
Tank Volume, gal.	707,200/653,400[1]	401,300	907,800
Surface Loading Rate			
a) gpm/sq. ft.	2.46/1.23[2]	1.5	1.18
b) cm/min.	10.1/5.1[2]	6.1	4.8
Theoretical Detention Time, min.	42/39.2[1]	72.2	109
Flow-Through Velocity, fpm	1.98	1.02	0.77
Weir Loading, gpd/ft.	—	12,000	12,600
Recarbonation Following Primary Settling			
Number of Trains	2	2	2
Tank Area, sq. ft.	1,422	438	1,001
Top Elevation of Tank	771.5	772.0	772.0
Bottom Elevation of Tank	754.3	760.5	752.83
W.S. Elevation at 24 mgd Plant Rate	768.13	768.78	768.88
Depth at 24 mgd Plant Rate, ft.	13.83	8.28	16.05
Tank Volume, gal.	147,103	32,388	120,204
Theoretical Detention Time, min.	8.8	2.9/5.8[3]	14.4
Secondary Flocculation			
Number of Trains	—	3	2
Number of Stages	—	3	3
Top Elevation of Tank	—	770.5	772
Bottom Elevation of Tank	—	753.5	751.3
W.S. Elevation at 24 mgd Plant Rate	—	767.49	768.7
Depth at 24 mgd Plant Rate, ft.	—	13.99	17.4
Volume, gal.			
Stage 1	—	41,900	115,800
Stage 2	—	78,500	115,800
Stage 3	—	99,000	115,800
Theoretical Detention Time at 24 mgd Plant Rate, min.			
Stage 1	—	7.5	13.9
Stage 2	—	14.1	13.9
Stage 3	—	17.8	13.9
Total	—	39.4	41.7

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Secondary Settling			
Number of Trains	2	3	2
Tank Area, sq. ft.	7,056/15,607	3,800	7,056
Top Elevation of Tank	771.5	770.5	770.5
Bottom Elevation of Tank (avg.)	754.06	753.0	751.3
W.S. Elevation at 24 mgd Plant Rate	766.87	767.5	768.53
Depth at 24 mgd Plant Rate, ft.	12.81/11.25[4]	14.5	17.2
Tank Volume, gal.	676,100/656,700[4]	412,100	907,800
Surface Loading Rate			
a) gpm sq. ft.	1.18/1.07[4]	1.46	1.18
b) cm/min.	4.8/4.4[4]	6	4.8
Theoretical Detention Time, min.	81.2/78.8[4]	74.2	109
Flow-Through Velocity, fpm	4.36/4.96[4]	1.02	0.77
Weir Loading, gpd/ft.	—	11,976	12,578
Recarbonation Following Secondary Settling			
Number of Trains	—	1	1
Tank Area, sq. ft.	—	794	675
Top Elevation of Tank	—	770.5	770.5
Bottom Elevation of Tank	—	758.5	751.33
W.S. Elevation at 24 mgd Plant Rate	—	767.22	768.2
Depth at 24 mgd Plant Rate, ft.	—	8.72	16.87
Tank Volume, gal.	—	51,811	85,177
Theoretical Detention Time, min.	—	3.1	5.1
Filtration			
Number of Filters	10	10	8
Filter Box Dimension	25'x28'	25'x28'	25'x28'
Filter Box Area, sq. ft.	700	700	700
Loading Rate @ 24 mgd Plant Rate, gpm/sq. ft.			
a) All filters in service	2.38	2.38	2.97
b) One filter out of service	2.64	2.64	3.4
Top Elevation of Filter Box	769.0	769.0	769.0
Top Elevation of Filter Media	759.0	758.83	758.83
Top Elevation of Support Gravel	756.5	756.33	755.33
Top Elevation of Underdrain		755.33	755.33
Bottom Elevation of Washwater Troughs		759.25	759.25
Depth of Media, inches (as shown on dwgs.)			
a) Filter sand	30	30	30
Depth of Support Gravel, inches	12	12	12
W.S. Elevation at 24 mgd Plant Rate	766.28	766.92	766.43
Depth of Submergence Over Media, ft.	7.28	8.09	7.6
Total Filter Volume for Detention Time Calculation, gal.	58,590	51,522	48,957
Theoretical Detention Time at Peak Loading w/One Filter Out of Service, min.	25	27.9	20.6
Effective Detention Time, min (0.9 baffling factor)	23.4	25.1	18.5
Clearwell Beneath Filters			
Clearwell Dimensions, ft.	27.17'x144'	27.17' x144'	27.17' x115'
Number	2	2	2
Bottom Slab Top Elevation	741.0	741.09	741.0
Bottom Elevation of Top Slab	753.58	753.58	753.58
Depth, ft.			
a) Full clearwell	12.58	12.58	12.58
b) One foot below top slab	11.58	11.58	11.58

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Volume, gal.			
a) Full clearwell	368,200	368,200	294,000
b) One foot below top slab	338,900	338,900	270,600
Theoretical Detention Time, min.	39.8[5]	39.8[5]	30.9[6]
Efective Detention Time, min (0.2 baffling factor)	8.0	8.0	6.2

[1]East/West Clarification Tanks

[2]Surface loading rate of single tank/when two tanks operated in series.

[3]One recarbonation basin serves two of the trains and the other serves on train.

[4]Upper/Lower Secondary Settling Tanks

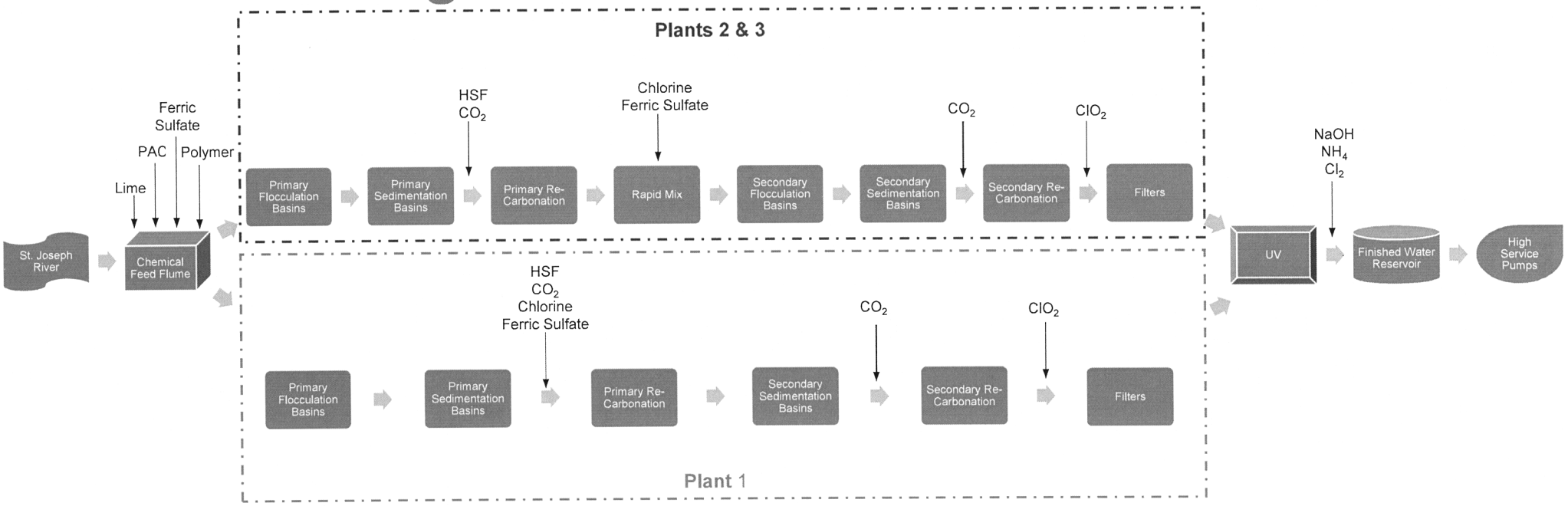
[5]Peak hourly rate of 554,500 gph (5 filters at 2.64 pgm/sq. ft. loading rate)

[6]Peak hourly rate of 571,200 gph (4 filters at 3.4 pgm/sq. ft. loading rate)

EXHIBIT 2-3

ARCADIS Design & Consultancy for natural and built assets

Three Rivers Filtration Plant (TRFP) Process Diagram



CITY UTILITIES
WATER THAT WORKS

EXHIBIT 2-4

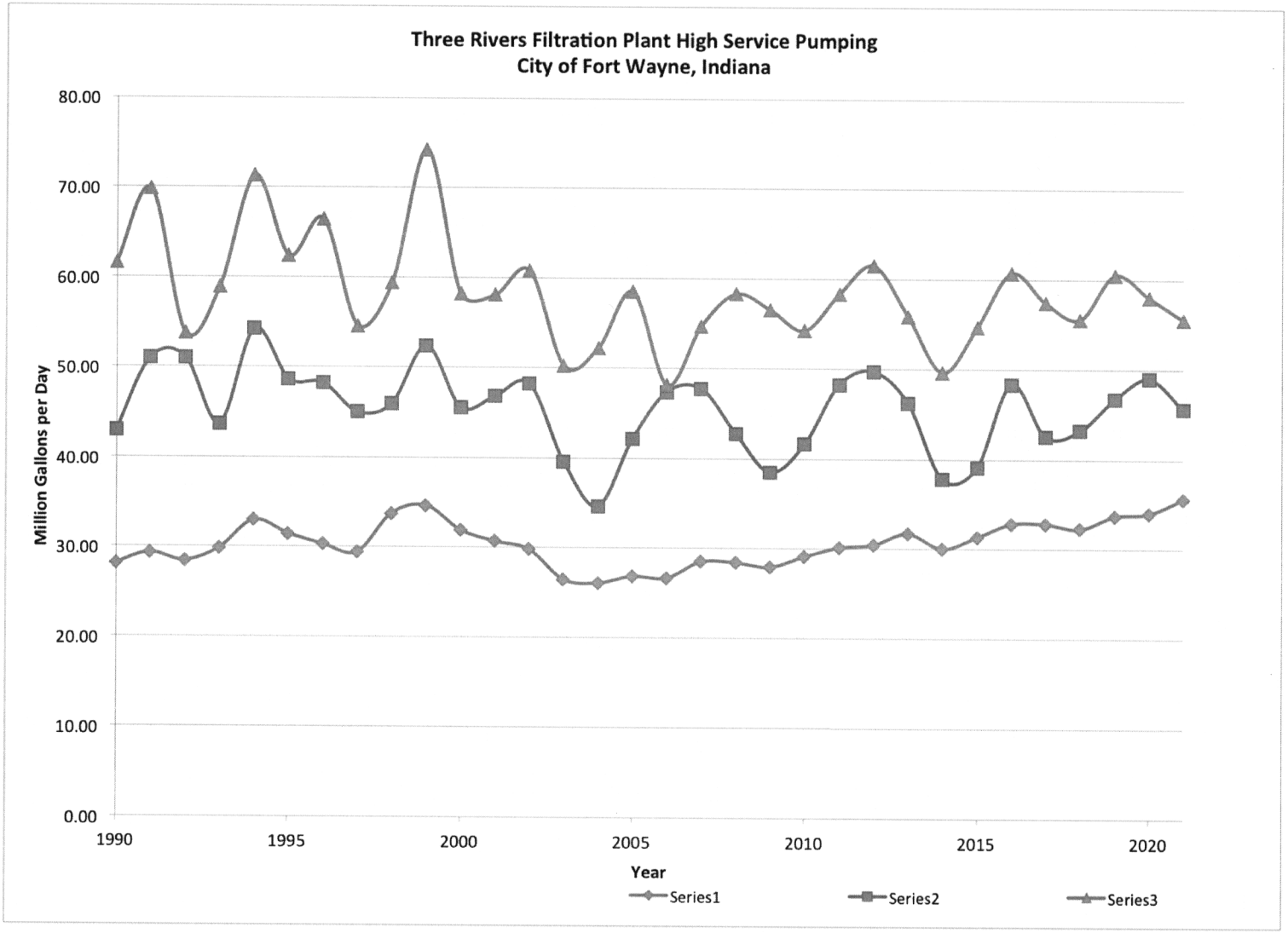

Three Rivers Filtration Plant High Service Pumping
City of Fort Wayne, Indiana
80.00
70.00
60.00
50.00
40.00
30.00
20.00
10.00
0.00
Million Gallons per Day
1990
1995
2000
2005
2010
2015
2020
Year
Series1
Series2
Series3

EXHIBIT 2-5

WATER DISTRIBUTION SYSTEM

Data Gathered	Water Service Area (sq miles)	Water Mains (miles)	Asbestos Cement (miles)	Cast Iron (miles)	Copper (miles)	Ductile Iron (miles)	High Density Polyethylene (miles)	Prestressed Concrete (miles)	Plastic (miles)	Polyvinyl Chloride (PVC) (miles)	Steel (miles)	Unknown Material (miles)	Hydrants in City Limits	Hydrants Outside City Limits	Valves
1/3/19	150.56	1,408.37	46.88	519.46	0.83	424.33	87.43	12.66	1.52	311.76	2.69	0.81	9,066	2,401	15,142
11/30/18	150.47	1,407.70	46.88	519.46	0.83	424.31	87.43	12.66	1.52	311.11	2.69	0.81	9,067	2,390	15,127
10/31/18	150.36	1,406.25	46.88	519.46	0.83	424.46	87.43	12.66	1.52	309.5	2.69	0.81	9,067	2,373	15,106
9/28/18	150.27	1,404.89	47.16	519.19	0.83	424.27	87.5	12.66	1.61	306.59	2.69	2.39	9,067	2,367	15,099
8/30/18	150.26	1,404.75	47.16	519.19	0.83	424.28	87.5	12.66	1.61	306.44	2.69	2.39	9,068	2,365	15,100
8/1/18	150.27	1,402.67	47.16	520.85	0.83	423.93	85.24	12.66	1.61	305.32	2.69	2.39	9,042	2,365	15,066
7/2/18	150.37	1,402.95	47.16	525.6	0.83	423.93	80.12	12.66	1.61	305.3	2.69	3.04	9,037	2,365	15,061
6/1/18	150.37	1,402.92	47.16	525.6	0.83	423.92	80.12	12.66	1.61	305.29	2.69	3.03	9,037	2,365	15,062
5/1/18	150.37	1,402.92	47.16	525.6	0.83	423.92	80.12	12.66	1.61	305.29	2.69	3.03	9,037	2,365	15,062
4/2/18	150.37	1,402.80	47.17	525.75	0.83	423.92	80.12	12.66	1.61	305.02	2.69	3.03	9,037	2,362	15,056
3/1/18	150.15	1,400.94	47.17	525.57	0.83	424.03	80	12.66	1.61	304.04	2.69	9.3	9,037	2,352	15,037
2/1/18	150.14	1,401.10	47.29	525.57	0.83	424.03	80	12.66	1.61	304.08	2.69	9.3	9,037	2,349	15,034
1/4/18	149.66	1,396.47	47.26	525.57	0.83	423.44	79.22	12.77	1.61	300.73	2.69	9.3	9,017	2,317	14,987
12/1/17	149.66	1,396.36	47.26	525.57	0.83	423.44	79.22	12.77	1.61	300.63	2.69	9.3	9,017	2,315	14,987
11/2/17	149.55	1,395.66	47.26	525.67	0.83	423.44	75.11	12.77	1.61	299.93	2.69	13.4	9,017	2,307	14,975
10/1/17	149.55	1,395.66	47.26	525.67	0.83	423.44	75.1	12.77	1.61	299.94	2.69	13.4	9,016	2,304	14,975
9/1/17	149.54	1,394.52	47.26	525.82	0.83	423.44	74.29	12.77	1.61	299.44	2.69	13.31	9,007	2,301	14,969
8/1/17	149.38	1,393.59	47.26	525.87	0.83	423.39	74.29	12.77	1.61	298.52	2.69	13.31	9,008	2,291	14,960
7/1/17	149.35	1,393.34	47.26	526.06	0.83	423.43	74.19	12.77	1.61	298.2	2.69	13.27	9,011	2,288	14,951
6/1/17	149.1	1,393.24	47.26	526.77	0.83	423.34	73.57	12.77	1.61	298.09	2.69	13.27	9,011	2,288	14,955
5/1/17	149.1	1,393.11	47.26	526.87	0.83	423.36	73.43	12.77	1.61	297.95	2.69	13.29	9,009	2,288	14,953
4/3/17	149.1	1,392.43	47.26	527.09	0.83	423.38	73.96	12.77	1.61	296.52	2.69	13.29	9,009	2,282	14,939
2/28/17	149.1	1,392.55	47.26	527.12	0.83	423.41	73.99	12.77	1.61	296.57	2.69	13.32	9,010	2,281	14,936
1/31/17	149.1	1,392.20	47.26	527.12	0.83	423.4	74	12.8	1.61	296.22	2.69	13.32	9,010	2,271	14,927

Treated Water Storage

ELEVATED TANKS

Tank Name	Year Installed	Capacity (MG)	Tank Dia. (ft)	Pressure Zone	Connection Pipe Size (in)	Tank Headrange (ft)
Brooklyn / Kinsmoor	1952	1.00	77.0	Main	16	30.0
Northeast	1999	1.50	86.0	Main	16	40.0
GM Tank	1985	1.50	86.0	SW	16	42.5
West side	1988	1.00	74.0	W	16	40.0
Coldwater (AquaN)	2000	2.00	94.0	NW	16	45.0
Dupont (AquaN)	1979	0.50	50.0	NW	12	33.7
Aboite (ASW)	1973	0.50	56.0	W	16	30.0
Covington (ASW)	1990	1.50	96.0	W	16	35.0
Lafayette (ASW)	2005	1.00	74.0	W	16	35.0

Total Elevated Storage 10.50

GROUND STORAGE TANK

Tank Name	Year Installed	Capacity (MG)	Tank Dia. (ft)	Pressure Zone (for)	Connection Pipe Size (in)	Depth of Res. (ft)
Northwest Reservoir	1985	4.00	134.0	NW	16/24	38.0
Southwest Reservoir	1985	4.00	134.0	SW	16/30	38.0
Honeysuckle	2007	0.04		HS	8/6	

Total Ground Storage 8.04

FILTRATION PLANT STORAGE

Tank Name	Year Installed	Capacity (MG)	Reservoir Size (ft)	Connection Pipe Size (in)	Avg. Depth of Res. (ft)
North Reservoir	1931	14.00	*348*310*	1-36", 4-66"x66"	17.8
South Reservoir	1931	6.00	*144*372*	3-48", 2-66"x66"	16.3

Total Plant Storage 20.00

TOTAL 38.54

NORTHWEST PUMP STATION #1

7200 Lima Road

"Normal Operation" Suction Side Pressure Range -	32 - 42 psi	STATION ELEVATIONS
Minimum Suction Pressure (PSV Setting)-	28 psi	Floor FF elev = 835
"Normal Operation" Discharge Pressure Range -	64-75 psi	Pump CL elev = 836.9
Max Pressure or Pressure Relief Setting -	80 psi	

Pump Types: Vertical Can

		PUMP CAPACITY				PUMPS CONTROLLED BY:			
	TYPE	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
		GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1 (A1)	VFD	1,200	175	1,200	178			976.6	977.1
Pump 2 (A2)	VFD	1,200	175	1,200	175			971.1	974.1
Pump 3 (A3)	VFD	1,200	175	1,200	175			967.1	970.1
Pump 4 (B1)	CS	2,500	155	2,500	160			971.8	976.4
Pump 5 (B2)	CS	2,500	155	2,500	165			963.1	965.1

Total Capacity (If not possible to run all pumps at once) GPM 6000

Pump Sequencing (order pumps come on and off for all operation situations):

A1	1200 gpm	NW1
C1	700 gpm	NW2
B1	2500 gpm	NW1
A2	1200 gpm	NW1
C2	700 gpm	NW2
A3	1200 gpm	NW1
C3	700 gpm	NW2
B2	2500 gpm	NW1

Misc / Notes (anything that would affect pump or station performance):

6000 gpm is meter upper limit - flow rate is higher when running all pumps
If lose telemetry, plc enters pressure control mode to maintain 63 psi
Pumps are rotated in each group for exercising reasons
Works with NWPS2 as demonstrated in the sequence above
NWPS2 is a telemetry hub; backup links are available

Alarms sent back to Filtration Plant from NWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Created By: MW Revised: 8/16/16 Printed: 9/23/2016

NORTHWEST PUMP STATION #2

7020 Red Haw Drive

		STATION ELEVATIONS
"Normal Operation" Suction Side Pressure Range -	40-55 psi	
Minimum Suction Pressure (Pump Cut Out Setting)-	30 psi	Floor FF elev = 807.84
"Normal Operation" Discharge Pressure Range -	70-92 psi	Pump CL elev = 809.5
Max Pressure or Pressure Relief Setting -	97 psi	

Pump Types: Horizontal Split Case

		PUMP CAPACITY				PUMPS CONTROLLED BY:			
	TYPE	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
		GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 6	CS	700	120					971.9	976.5
Pump 7	CS	700	120					969.1	972.1
Pump 8	CS	700	120					966.1	968.1

Total Capacity (If not possible to run all pumps at once) GPM 2200

Pump Sequencing (order pumps come on and off for all operation situations):

A1	1200 gpm	NW1
C1	700 gpm	NW2
B1	2500 gpm	NW1
A2	1200 gpm	NW1
C2	700 gpm	NW2
A3	1200 gpm	NW1
C3	700 gpm	NW2
B2	2500 gpm	NW1

Misc / Notes (anything that would affect pump or station performance):

Pumps are rotated in each group for exercising reasons
Works with NWPS1 as demonstrated in the sequence above
NWPS2 is a telemetry hub; backup links are available

Alarms sent back to Filtration Plant from NWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Created By: MW AS Revised: 8/16/16 Printed: 9/23/2016

WEST PUMP STATION

"Normal Operation" Suction Side Pressure Range -	45 - 65 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	35 psi	Floor FF elev = 787.5
"Normal Operation" Discharge Pressure Range -	75 - 92 psi	Pump CL elev = 789.5
Max Pressure or Pressure Relief Setting -	93 psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	1700	100	2300	60			965	969.5
Pump 2	1700	100	2300	60			964	969
Pump 3	1700	100	2300	60			962	967
Pump 4	1700	100	2300	60			961	966.5

Total Capacity (If not possible to run all pumps at once)		GPM	4500

Pump Sequencing (order pumps come on and off for all operation situations):

Lafayette and Branstrator also contribute to the flows into WPZ
seqeuence of pumps works in conjunction with BPCS and LTPS
pumps rotate every time called to run
pumps look at covington tank as primary and west side tank as secondary
when lose all telemetry, jump into pressure control mode to maintain 80 psi
Generator automatically comes on during power fail

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from WEST TANK:

Overflow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/25/2016 Printed: 9/23/2016

Lafayette Tank Pump Station

"Normal Operation" Suction Side Pressure Range -	66-73 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	66 psi	Floor FF elev = 823
"Normal Operation" Discharge Pressure Range -	72-94 psi	Pump CL elev = 826
Max Pressure or Pressure Relief Setting -	psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	800	81					x	x
Pump 2	1600	82					x	x
valve flow							x	x

Total Capacity (If not possible to run all pumps at once)		GPM 2300

Pump Sequencing (order pumps come on and off for all operation situations):

seqeuence of pumps works in conjunction with BPCS and WSPS
pumps rotate every time called to run
pumps look at covington tank as primary and west side tank as secondary
SWPZ boost - pumps and valves pump water back to SWPZ from the 1MG elevated tank

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:
Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from Lafayette tank PS:
Overflow, pump fail, flood, high and low tank level
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

Branstrator Pressure Control Station

"Normal Operation" Suction Side Pressure Range -	88-98 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	88 psi	Floor FF elev = 763
"Normal Operation" Discharge Pressure Range -	83 - 98 psi	
Max Pressure or Pressure Relief Setting -	100 psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
valve flow	1200	0					x	x

Total Capacity (If not possible to run all pumps at once)		GPM	1400

Pump Sequencing (order pumps come on and off for all operation situations):

Valve looks at covington tank as primary and west side tank as secondary
SWPZ boost - valve closes
Pressure control mode - valve modulates to maintain preset suction side pressure.

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from BPCS:

High and low pressure, high and low flow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

SOUTHWEST PUMP STATION

"Normal Operation" Suction Side Pressure Range -	51 - 65 psi	STATION ELEVATIONS
Minimum Suction Pressure (PSV Setting)-	51 psi	Floor FF elev = 786
"Normal Operation" Discharge Pressure Range -	86 - 110 psi	Pump CL elev = 787.8
Max Pressure or Pressure Relief Setting -	110 psi	

Pump Types: Vertical Can

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	2,000	220	2100	200			see below	see below
Pump 2	2,000	220	2100	200			see below	see below
Pump 3	2,500	210	2600	200			see below	see below
Pump 4	2500	210	3000	200			see below	see below
Pump 5	2500	210	3000	200			see below	see below

Total Capacity (If not possible to run all pumps at once)		GPM(SW) 7300

Pump Sequencing (order pumps come on and off for all operation situations):

		tank elevation		
		on	off	
SWPS	lead	994.2	999.0	All available pumps rotate every start
SWPS	lag1	992.0	998.0	
SWPS	lag2	989.0	995.0	
LTPS	lead	986.0	995.0	
LTPS	lag	985.0	994.0	
SWPS	lag3	985.0	990.0	
SWPS	lag4	981.0	989.0	

Misc / Notes (anything that would affect pump or station performance):

When looses telemetry, pressure control mode is activated

Alarms sent back to Filtration Plant from SWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure, Bypass Valve Open

Alarms sent back to Filtration Plant from GM TANK:

Overflow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

Filtration Plant

"Normal Operation" Suction Side Pressure Range -	reservoir level 752	ELEVATIONS
Minimum Suction Pressure needed for Station-	West PS - elev 746 in rsvr	Floor FF elev =
"Normal Operation" Discharge Pressure Range -	82 - 87 psi	Pump CL elev =
Max Pressure or Pressure Relief Setting -	90 psi - PRV	HSD CL pipe =738

Pump Types: Vertical - all

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK LEVEL	
	MGD	TDH	MGD	TDH	ON	OFF	ON	OFF
West Pump Room								
Pump 9	15	200			PLC controlled			
Pump 10	15	200						
Pump 11	15	200						
Pump 12	15	200						
North Pump Room								
Pump 14	16	200						
Pump 15	16	200						
Pump 16	16	200						
Pump 17	16	200						
pump 18	16	200						

Total Capacity (If not possible to run all pumps at once)		GPM

Pump Sequencing (order pumps come on and off for all operation situations):

Pumps 9, 15, 16, and 18 are VFD pumps used to maintain HSD press.
sequence is a single vfd pump, 2 vfd pumps, then additional constants speed pumps

Misc / Notes (anything that would affect pump or station performance):

HSD pressure is measured from elev 738, which is CL of basement discharge loop.

Created By: MW Revised: 7/2/1905 Printed: 9/23/2016

St Joe Dam - Low Service Pumps

"Normal Operation" Suction Side Pressure Range -	Suction Lift psi
Minimum Suction Pressure needed for Station-	Elev of 750 at intake psi
"Normal Operation" Discharge Pressure Range -	5 - 30 psi
Max Pressure or Pressure Relief Setting -	N/A psi

Pump Types:

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK LEVEL	
	MGD	TDH	MGD	TDH	ON	OFF	ON	OFF
Pump 1	37.30	41.7						
Pump 2	66.50	83.5						
Pump 3	37.30	41.7						
Pump 4 low	57.00	68.0						
Pump 4 high	68.50	87.6						

Total Capacity (If not possible to run all pumps at once)		GPM

Pump Sequencing (order pumps come on and off for all operation situations):

Sequences vary to meet Plants needs - throttling done with cone valves as needed

Pump 1	---	Plant needs 14 - 37 MGD
Pump 2	---	Plant needs 46 -70 MGD...or use Pump 4
Pump 3	---	Plant needs 14-37 MGD, or run in parallel with Pump 1 provides 30 - 47 MGD
Pump 4 low	---	Plant needs 40 - 60 MGD
Pump 4 high	---	Plant needs 60 - 70 MGD

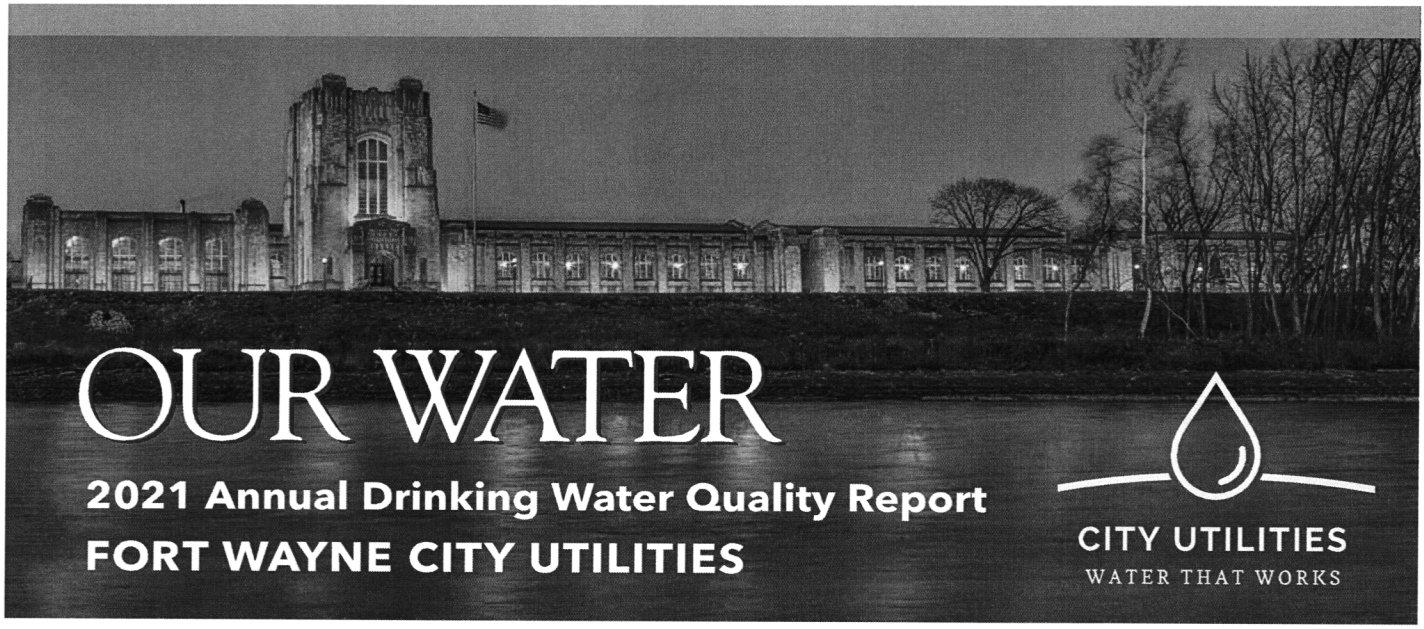
Misc / Notes (anything that would affect pump or station performance):

Three Intake Structures - all in use at one time (Minimum Intake Elev. is 750)
Three Traveling Screens - all in use at one time
Floor Elevation of Pump Room is 755
Pumps 1 & 3 were installed in 2008 and have VFD drives
Pumps 2 & 4 have cone valves for throttling
Pump 4 has a two speed motor

Created By: MW Revised: 7/2/1905 Printed: 9/23/2016

EXHIBIT 2-6
CITY OF FORT WAYNE
WATER UTILITY
SIGNIFICANT USERS

New Haven Municipality
General Motors Llc
Canterbury Green Apartments
Nestle Dreyers Ice
Parkview Hospital
Fort Wayne Community Schools
Mikes Car Wash Inc
Indiana Purdue
Allen County Government
City Of Fort Wayne - Parks
Prairie Farms Dairy
Valbruna Slater Stainless
Cintas Corporation
Saratoga Potato Chips LLC
Antler Park/National
Southbridge Apartment
FW Anodizing
Maysville RSD
Rbvh Llc
IDC Holdings LLC
Don Halls
Rre Vip Coliseum Park
West Wind Apartments
Three Fountains
Her-Mutt Ltd Partner
Blue Kingfisher, LLC



Letter from Kumar Menon, Director of City Utilities

Hindsight and perfect vision are both 20/20. Looking back, 2020 was a challenging year for all of us. As we navigated our way through the last several months, words like pandemic, social distancing and personal protective equipment became so much more common. Hand washing emerged as the first line of defense against the virus. Along with essential workers, the vital importance of water to our collective fight was reinforced again and again.

All of us made daily adjustments in our personal lives. This was also the case at City Utilities. I can tell you that I have never been prouder of the level of dedication of our essential workers — the women and men of City Utilities — that was demonstrated throughout this difficult period.

Thank you for the notes and social media posts that many of you sent to our City Utilities' team. Your encouragement meant a great deal to our staff as we focused on our work while juggling the countless demands we all faced at home to keep our lives functioning and our own families safe.



Three Rivers Water Filtration staff

No matter if the times are ordinary or extraordinary, our focus was, is and always will be on delivering high-quality water to support public health and safety. As you will see in this report, test results for the 2020 year clearly show our drinking water met or was better than all the water quality standards established by the U.S. Environmental Protection Agency. We run more than 50,000 tests each day through our lab and our automation processes that perform continuous testing every minute of every day.



Once again, in 2020, City Utilities received national and statewide recognition, receiving awards for water treatment, our water distribution system and a geographic app created to aid us and our public safety partners in fire hydrant maintenance.

Recently we were chosen as the fourth best tasting municipal water at the Berkeley International Water Tasting competition. In addition, this year, in renewing the lab certification at our Three Rivers Water Filtration Plant, our chemists received a perfect (20/20) score on certification testing.

Recognition for our efforts is rewarding, but the awards mean nothing unless we remain laser focused on making improvements that support your family, your neighborhood and our community.

I can promise you we will continue to produce high-quality, safe water and invest in infrastructure improvements to support the entire system.

In 2020, City Utilities invested more than $100 million in water, sewer and stormwater improvements. In hindsight, our community's investments in underground infrastructure may have been less than enough in past decades. However, looking back over the last dozen years, our investments in infrastructure have significantly benefited our neighborhoods and local businesses. Looking forward, our vision is to strengthen all our infrastructure to meet future demands of our community.

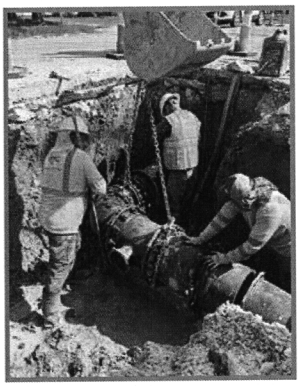
In 2020, we treated and delivered more than 13 billion gallons of water through our 1,428 miles of water main pipes. That's a billion gallons more than in 2019.

Treating and delivering high-quality water to you and your family is a responsibility we take very seriously. Clean water is our core mission.

The dedication, resilience and expertise of every City Utilities' employee are there to see in every drop of water we produce and supply. It is the pledge of excellence we renew every day.

Looking forward, you will clearly see our vision and mission's impact across 2021 as we continue our efforts to sustain our system, enhance our neighborhoods and promote the growth and development of Fort Wayne, Allen County and Northeast Indiana. Thank you for trusting us through 2020. Here's to the future.

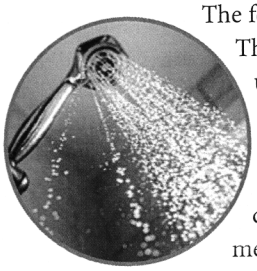
Supporting Neighborhoods



Nationwide, underground infrastructure has been ignored for decades. City Utilities is committed to replacing aging infrastructure. We are two and a half years into an aggressive commitment to replace 70 miles of aging water mains by 2024. In 2020, new water mains were built in the neighborhoods of Southwood Park, Fairmont, Crestwood Colony, Hamilton, and Frances Slocum. These new pipes will support the neighborhood for 75-100 years. In 2021, work will continue throughout the community with main replacements and extensions.

Water Qualities that Matter to You

City Utilities is committed to providing great water and to adjusting the water treatment process as necessary to ensure consistency in water quality. Occasionally, substances are found in drinking water that may cause taste, color and odor. Employees at the Three Rivers Water Filtration Plant work diligently to anticipate these changes in river water quality and adjust the treatment process to remove as much of the taste and odor as possible from the water. This is done by adding powdered activated carbon to the treatment process and adjusting the balance between various types of disinfecting chemicals being used. For more information on taste, odor or color of drinking water please contact City Utilities by calling 311. City Utilities posts an indicator of current taste and odor of our water at drinkingwater.cityoffortwayne.org.



The feel of water is determined by the softness. The plant softens the water sent to customers using powdered calcium hydroxide (lime). The lime causes a chemical reaction that helps to remove calcium and magnesium – the naturally occurring minerals that cause hardness in water. Water hardness is measured in milligrams of calcium and magnesium per liter. Very soft water may be from 0-75 mg/L of hardness. Hard water has between 150 and 300 mg/L of hardness. Fort Wayne's water had an average hardness of 116 mg/L in 2020 and is considered moderately soft.

With moderately softer water, soaps and detergents create more suds, so you use less. Softer water has been found to extend the life of water-using appliances such as ice makers and dishwashers by as much as 30%.

The Board of Public Works reviews and approves contracts for utility construction projects that impact how your drinking water is treated. The Board meets every Tuesday at noon at Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana. The meetings are open to the public and are on Public Access TV.

Information about Lead

Lead in City Utilities drinking water primarily comes from materials and components used in water service lines and interior plumbing; therefore, lead levels in a customer's water vary depending on the kinds of pipes and plumbing fixtures present in homes and businesses. City Utilities does not control the variety of materials used in plumbing components inside homes and businesses. However, we are taking steps to reduce lead levels in private plumbing through service line replacements and a new treatment process.

In 2019, City Utilities began using orthophosphate in our treatment process to reduce levels of lead found primarily in water service lines, the pipe from the curb to the home, and pipes and hardware inside homes and businesses. Orthophosphate forms a protective layer inside lead service lines and plumbing, creating a barrier between the lead pipes and the water flowing through them. This process is proving effective at reducing lead levels.

In testing water samples from around the community we found results for 2020 well within the regulatory limit. Our result was 3.1 ug/L. compared to an allowable EPA level of 15 ug/L.

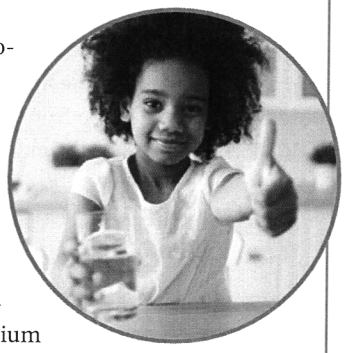
City Utilities is taking additional steps to reduce lead levels by offering customers prequalified contractors and financing to help residents with lead service line replacements at an agreed to, lower price. More than 430 property owners have signed up to date.



Elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Until you can eliminate the lead in your private plumbing, you can minimize your potential for lead exposure by letting the water run before using it. Turn on the cold water and let it run for 30 seconds to two minutes before you use the water for drinking or cooking. If you are concerned about the level of lead in your water, you may wish to have your water tested by a private laboratory. Information on lead in drinking water, testing methods and other steps you can take to minimize exposure to lead is available from the Safe Drinking Water Hotline 1-800-426-4791 or at www.epa.gov/safewater/lead.

Drinking Water and Your Health

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised individuals such as people with cancer who are undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people and infants, can be particularly at risk for infections. These people should seek advice about drinking water from their health care providers.



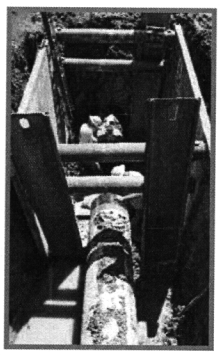
Cryptosporidium is a microbial pathogen that may be found in surface water such as rivers, lakes and streams throughout the United States. Ingestion of Cryptosporidium may cause cryptosporidiosis, an abdominal infection. Symptoms of the infection include nausea, diarrhea and abdominal cramps. Cryptosporidium oocysts must be ingested to cause disease, and the illness may be spread through means other than drinking water. Most healthy individuals can overcome the disease within a few weeks. However, immunocompromised people, infants, small children and the elderly are at greater risk for having cryptosporidiosis advance into a life-threatening illness.

Guidelines from the US EPA and Centers for Disease Control and Prevention on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

In 2020, the highest level of Cryptosporidium found in the river water coming into the water filtration plant before it was treated was 0.645 oocysts per liter of water. Cryptosporidium was NEVER found in the drinking water that City Utilities sent out to its customers, as is required by federal standards. That means that 100% of the time, City Utilities' water treatment process was able to remove or deactivate these "germs."

Improving Water Delivery

The fifth phase of the 24-inch water main is under construction in 2021 between Fernhill Avenue and Washington Center Road. Approximately 7,300 feet of pipe is being installed by directional drilling pushing the pipe under Lima Road and Coliseum Boulevard. The new main will improve reliability and fire protection for the neighborhoods and businesses in the area.



Sources of Drinking Water

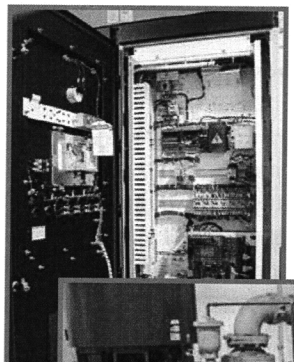
The sources of drinking water (both tap and bottled) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential land uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

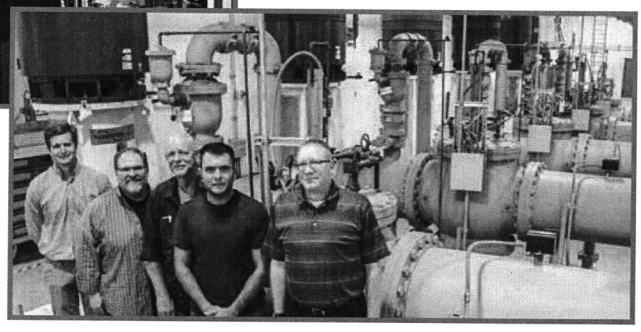
High Service Pump

Engineers and staff at our Three Rivers Water Filtration Plant upgraded a high service pump with a new variable frequency drive in 2020. The new drive will reduce energy consumption, save money and improve the reliability and consistency of our pumping system.



We also replaced the aging underdrains on some of our filter systems. These investments are essential to continue operation at a high level and meet the demands of the future.

◀ **Technology allows operators to adjust water flow from the pump**



▲ **High Service Pump Team:**
L-R Andrew Schipper, Jason Anspach, Dan Troxell, Jon Melton, Stephen Williams

Testing Our Water

To ensure that tap water is safe to drink, the United States Environmental Protection Agency (US EPA) sets regulations that limit the amount of certain contaminants in water that comes from public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. The US EPA also requires that public water systems make an annual report, such as this one, to all of their customers. Bottled water producers don't face the same requirement to share information regularly.

The US EPA and the State of Indiana require City Utilities to regularly test the drinking water we produce and send out to make sure that it remains safe. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants in drinking water, at a level below the limits set by regulatory agencies, does not indicate that the water poses a health risk.

The table to the right shows substances that are regulated by the US EPA that were detected in Fort Wayne's finished drinking water between January 1 and December 31, 2020. Results of all tests performed in 2020 met or were better than federal and state standards require. City Utilities tests for many other substances, but because they were not detected, they are not reported here. Some tests are required only once per year because the US EPA and State of Indiana have determined that the concentration of these substances does not change frequently. For tests required only once a year, there is no range of results in the table.

City Utilities also tests for many substances that are not regulated. Monitoring unregulated contaminants helps the US EPA determine where certain contaminants occur and whether the agency should consider regulating those in the future.

Check the City Utilities' website at www.cityoffortwayne.org/utilities for more information.

Award Winning City Utilities

We are honored to receive national and state recognition in 2020.

Partnership for Safe Water - 20 Year Director's Award for Water Treatment -The award recognizes high-quality water production and optimization of plant treatment operations. Of the more than 11,400 community-owned surface water utilities in the U.S., City Utilities was one of only 37 to receive the award. Presented by American Water Works Association (AWWA) and EPA.

Partnership for Safe Water - Director's Award for Water Distribution System Operations - presented for a thorough and high level of performance and performance improvement in the water distribution system. Presented by AWWA and EPA.

Excellence in GIS Award. The City Utilities Geographic Information Systems (GIS) team was recognized for "One Dot at a Time. The new App/Dashboard to aid fire hydrant maintenance.

How to Read the Water Quality Table

Maximum Contaminant Level Goal (MCLG):
The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Contaminant Level (MCL):
The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Treatment Technique (TT):
A required process intended to reduce the level of a contaminant in drinking water.

Action Level (AL):
The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Detected Level:
The highest level of a contaminant detected for comparison against the accepted level. The detected level could be the highest single measurement or it may be an average, depending on the peak level of a contaminant.

Range:
The lowest to highest values for all samples tested for each contaminant. If only one sample is tested, no range is listed.

HA: Health Advisory level.

NA: Not applicable.

MNR: Monitoring not required but recommended.

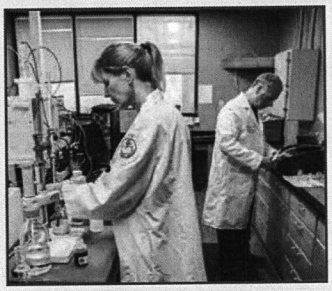
ppm: Parts per million or milligrams per liter (mg/L).

ppb: Parts per billion or micrograms per liter (ug/L).

NTU:
Nephelometric Turbidity Units. A measure of water's cloudiness and an indicator of the effectiveness of the water filtration process.

%: Percent of monthly samples that were positive.

Oocyst:
A fertilized gamete of a parasitic organism's sporozoans that is enclosed in a thick wall.



Chemists - Michele Gerke, Steve Hinkleman

Water Quality Table

Contaminants	Units	MCLG	MCL	Compliance Achieved	Highest Level Detected in Your Water	Range	Typical Sources
Disinfectants & Disinfection By-Products							
Chlorine	ppm	4	4	Yes	1.81	1.39 - 1.81	Additive used in drinking water treatment process to control bacteria
Chlorine Dioxide	ppb	800	800	Yes	190	38 - 190	Additive used in drinking water treatment process to control bacteria
Chlorite	ppm	0.8	1	Yes	0.957	0.387 - 0.957	By-product of drinking water disinfection
Haloacetic Acids (HAA5)	ppb	NA	60	Yes	26 Highest LRAA at site #10	9.2 - 24.7	By-product of drinking water disinfection NOTE: compliance is based on each location's running annual average (LRAA). The location running annual average for the site with the highest individual result of 24.7 was 26
Total Organic Carbon (TOC)	mg/L	NA	TT	Yes	The percentage of TOC was measured each month and the system met the TOC removal requirements	NA	Naturally present in the environment
TTHMs (Total Trihalomethanes)	ppb	NA	80	Yes	37 Highest LRAA at site #1	15.6 - 53.6	By-product of drinking water disinfection NOTE: compliance is based on each location's running annual average (LRAA). The location running annual average for the site with the highest individual result of 53.6 was 37
Inorganic Compounds							
Fluoride	ppm	4	4	Yes	0.8	0.5 - 0.8	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (measured as Nitrogen)	ppm	10	10	Yes	2.83	0.206 - 2.83	Runoff from fertilizer use; leaching from septic systems; sewage discharge; erosion of natural deposits
Nitrite (measured as Nitrogen)	ppm	1	1	Yes	0.043	0 - 0.043	Runoff from fertilizer use; leaching from septic systems; sewage discharge; erosion of natural deposits
Sodium	ppm	0	NONE	NA	30	9.6 - 30	Naturally present in the environment
Barium	ppm	2	2	Yes	0.018	0.0076 - 0.018	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Thallium	ppb	0.5	2	Yes	0.0	0.0 - 0.0	Discharge from electronics, glass,leaching from ore-processing sites, drug factories
Sulfate	ppm	NA	NA	NA	32	Only one test is required per year	Naturally occurring compound
Microbiological Contaminants							
Total Coliform	% of positive samples monthly	0	5	Yes	2.3	0 - 2.3	Naturally present in the environment
Turbidity	% of samples below TT of 0.3 NTU	100	95	Yes	100	100 - 100	Soil runoff
Turbidity	Highest single measurement in NTU	NA	TT	Yes	0.12	NA	Soil runoff
Cryptosporidium	oocysts/100 L	0	TT	Yes	0	NA	Human and animal fecal waste
Source (Raw) water Cryptosporidium	oocysts/ L	NA	NA	NA	NA	<0.089 - 0.645	Human and animal fecal waste
Volatile Organic Compounds							
NA							
Synthetic Organic Compounds Regulated							
Atrazine	ppb	3	3	Yes	0.3	0.0 - 0.30	Runoff of herbicide used on row crops
Simazine	ppb	4	4	Yes	0.11	0.0 - 0.11	Runoff of herbicide used on row crops
2;4-D	ppb	70	70	Yes	0.3	0.0 - 0.30	Runoff of herbicide used on row crops
Unregulated Compounds							
Metolachlor	ppb	NA	NA	NA	0.0	0.0 - 0.0	Runoff of herbicide used on row crops
Dicambia	ppb	NA	NA	NA	0.1	0.0 - 0.1	Runoff of herbicide used on row crops
Total Hardness	ppm	NA	NA	NA	151	86 - 151	Runoff of limestone and dolamite; Ave. = 116
Inorganic Contaminants					90th percentile		
Copper (June - Sept 2020)	ppm	1.3	90% of samples taken below AL = 1.3	Yes	0.076	Samples taken = 50 samples Exceeding AL = 0	Corrosion of household plumbing systems
Lead (June - Sept 2020)	ppb	0	90% of samples taken below AL = 15	Yes	3.1	Samples taken = 50 samples Exceeding AL = 1	Corrosion of household plumbing systems; erosion of natural deposits
Radioactive Contaminants							
Combined Radium 226/228	pCi/L	0	5	Yes	1	1 - 1	Erosion of natural deposits
Gross alpha excluding radon and Uramium	pCi/L	0	15	Yes	0.2	0.2 - 0.2	Erosion of natural deposits

CITY UTILITIES
WATER THAT WORKS

FORT WAYNE CITY UTILITIES
Citizens Square, 200 E. Berry, Suite 270
Fort Wayne, IN 46802

PRESORT STANDARD
U.S. POSTAGE
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FORT WAYNE, IN
PERMIT #90

Important Information Sources:

Three Rivers Water Filtration Plant
Jason Anspach - Water Quality Manager
260-427-8311 or 260-427-1303
www.cityoffortwayne.org/utilities

Indiana Department of Environmental Management (IDEM)
1-888-233-7745
in.gov/idem/cleanwater/2450.htm

EPA's Safe Drinking Water Hotline
1-800-426-4791
www.epa.gov/drink/

Where Does Fort Wayne's Water Come From?



Water provided to customers of City Utilities comes from the St. Joseph River. Water flows into the river from more than 694,000 acres in northeast Indiana, northwest Ohio and a small part of south central Michigan. The primary land use in the watershed is agricultural.

Fort Wayne draws an average of about 36 million gallons of water each day from the river. This "raw" water is treated, filtered and tested at the Three Rivers Water Filtration Plant before it is distributed to customers.

The Indiana Department of Environmental Management (IDEM) has conducted a Source Water Assessment for City Utilities' water supply. The Source Water Assessment has identified potential sources of contamination. The report also analyzes the hydrological conditions that may affect the susceptibility of the water supply to potential contaminants. More information concerning this Source Water Assessment may be obtained by contacting the Water Quality Manager of the Three Rivers Filtration Plant, Jason Anspach, 260-427-1303.

AVISO IMPORTANTE

Este reporte contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda. En español: 311.

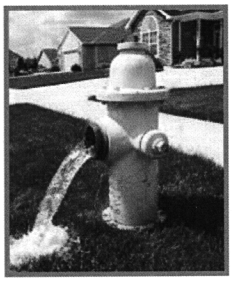
Protecting Our Water Source

Fort Wayne City Utilities works with partners upstream to protect the quality of water in the St. Joseph River before it gets to Fort Wayne. The St. Joseph River Watershed Initiative is a non-profit watershed planning and protection organization that involves many watershed stakeholders in testing river water quality, developing management plans, implementing best management practices to reduce pollution going into the river and educating property owners.

Do you want to help protect Fort Wayne's drinking water at its source? Check out the St. Joe Initiative's website at www.sjrwi.org for information on ways you can volunteer.

Fire Protection

Some of the investments we make in the water system are specifically intended to increase water capacity and reliability for firefighting. These investments coupled with the professionalism of the Fort Wayne Fire Department, make Fort Wayne's ISO fire protection rating a Class 2. A community's ISO rating helps determine what property owners pay for insurance. As a result of the improved rating, Fort Wayne residents have the potential to see lower property insurance costs.



Hydrant flushing is part of City Utilities' maintaining 11,739 hydrants in the system.

City Utilities' Mission

To support public safety and public health and enhance regional economic development by delivering high quality, affordable water, wastewater and stormwater services in ways that protect the environment.

CHAPTER 3
FUTURE SITUATION

POPULATION AND FLOWS

Table 3-1 identifies the historical populations for the City of Fort Wayne and Allen County and projects populations through the year 2040 by using the current information. The data from 1970 to 2010 in Table 3-1 has been obtained from the United States Census Bureau. The projections for Allen County were obtained from STATS Indiana. The projections for Fort Wayne were calculated using linear regression.

TABLE 3-1
POPULATION PROJECTIONS

Year	Fort Wayne	% Increase	Allen County	% Increase	City as % of County
1970	143,260		280,455		51%
1980	272,747	90%	382,961	37%	71%
1990	173,072	-37%	300,836	-21%	58%
2000	205,727	19%	331,849	10%	62%
2010	253,691	23%	355,329	7%	71%
2020	263,886	4%	385,410	8%	68%
2030 (proj.)	271,236	3%	402,948	5%	67%
2035 (proj.)	284,858	5%	411,566	2%	69%
2040 (proj.)	291,192	2%	419,283	2%	69%
2045 (proj.)	299,281	3%	426,351	.02%	70%

The population in the City of Fort Wayne has experienced an increase in population over the years, and that trend is projected to continue with a total projected population of 299,281 by the year 2045. The population is projected to increase approximately 13% over the next 20 years. Because the City currently provides water service to many areas outside of the corporate limits, it is anticipated that the water service area will grow at the same rate as the population. The City currently provides water service to approximately 265,000 people. Increasing this service population by 13% results in a projected service population of approximately 300,000 people in 2014. Because of unforeseen events that may occur in the future, it is impossible to arrive at the exact population that Fort Wayne may serve in 2040; however, a projected design population of 300,000 appears reasonable for estimating future water needs of the City.

Table 3-2 identifies the future projected water needs for the service area in the year 2045. The projections are based on historical water pumping records and estimated growth.

TABLE 3-2
FLOW PROJECTIONS

Domestic (D)	21.2 MGD
Commercial (C)	7.5 MGD
Industrial (I)	3.3 MGD
Total DCI	32.0 MGD
Unmetered Authorized Consumption	4.0 MGD
TOTAL DESIGN FLOW	36.0 MGD
Peak DCI (Peaking Factor = 1.5)	54.0 MGD
Peak Hourly Flow (Peaking Factor = 2)	72 MGD

REGIONALIZATION

The City of Fort Wayne is the regional provider for potable water for the majority of Allen County. There is no other provider in the area that has the capacity to meet the water demands from Fort Wayne. Therefore, regionalization will not be discussed further.

CHAPTER 4
EVALUATION OF ALTERNATIVES

INTRODUCTION

The City of Fort Wayne has been more actively replacing lead service lines since 2019. Between 2019 and end of year 2021, the City has averaged replacing 475 public and 150 private lead service lines per year. Between 2022 and end of year 2023, the City plans to average 500 public side and 250 private side replacements. Because replacement of private lines(which are owned by the property owner and on private property) is not mandatory, the City has tried to incentivize private replacement, especially in low-income areas.

The City has set a goal to replace all of its remaining lead service lines (LSLR) by the end of year 2044. In order to accomplish this goal, at least 700 lines per year will need to be replaced. With this project, the City can be more aggressive with the replacement program and get a head start on its goals. This project will replace approximately 2,100 lead service lines.

To identify the priority areas for LSLR, the City has utilized Census tract data, GIS data, and lead sampling results. City Utilities established a scoring matrix to prioritize the census tracts in its lead service areas that provided for the following:

- 30 points for lowest MHI in area – MHI in Fort Wayne is $49,855
- 10 points for highest % poverty in area
- 10 points for highest % of children in homes
- 35 points for highest % of water samples above 10ppb in area
- 5 points for highest % of homes sampled in area
- 5 points for highest % residential customers in area
- 5 points for highest % of lead services in area

The selected areas have been identified as priority areas for LSLR based on the above criteria. While ethnicity was not considered as a part of the scoring, Census Tract 17 has an 85.9% non-white population, Census Tract 16 is 43.2% non-white, and Census Tract 9 is 11.6% non-white.

The Council on Environmental Quality has established a Climate and Economic Justice Screening Tool to assess census tracts along eight different environmental metrics: climate change, clean energy and energy efficiency, clean transportation, affordable and sustainable housing, remediation and reduction of legacy pollution, critical clean water and waste infrastructure, health burdens, and training and workforce development. Based on this tool, the 3 identified census tracts qualify as disadvantaged areas.

Table 4-1 provides the census tracts, in order of scoring, for the proposed LSLR areas. Table 4-2 provides the locations for the proposed LSLR.

TABLE 4-1
LEAD SERVICE LINE REPLACEMENT CENSUS TRACTS

Census Track Areas	Total Water Service Taps in Area	Est. Lead Services in Area (max)	MHI of Area	Area % Poverty	% of Pop. Age 0-17	Lead Sample Results in Area - % above 10ppb	% Samples of Homes	% Residential	% of Taps in Area Est. to be Lead (max)
Tract 16	939	739	$24,146	34.6%	35.4%	29.4%	16.5%	88.0%	78.7%
Tract 17	520	468	$22,722	40.9%	43.2%	19.8%	1.9%	99.1%	90.0%
Tract 9	1238	880	$34,239	44.8%	20.8%	34.7%	1.8%	98.3%	71.1%

TABLE 4-2
LEAD SERVICE LINE REPLACEMENT LOCATION

	Quad	Civil	Township	Range	Section
Census Tract 16	FW East	Adams	30N	13E	7, 8, 17,18
	FW West	Wayne	30N	12E	12
Census Tract 17	FW East	Adams	30N	13E	7
	FW West	Wayne	30N	12E	12
Census Tract 9	FW West	Wayne	30N	12E	3,4
	FW West	Washington	31N	12E	33, 34

The City has developed a 5-year replacement plan for water mains. Most of the mains in these census tracts are beyond the City's 5-year replacement plan; however, a few of the water mains may be considered for replacement concurrently with the lead service line work. If these mains are replaced, they will be replaced utilizing local funds.

EVALUATION OF FEASIBLE ALTERNATIVES

The following alternatives will be evaluated:

- No Action
- Lead Service Line Replacement

No Action

The "no action" alternative is not a feasible alternative. If no action is taken, the customers will continue to utilize lead service lines.

Lead Service Replacement

With this option, the City will improve the service to the affected customers by increasing the safety of their water.

RATIONALE FOR ALTERNATIVE SELECTION

As previously identified, replacement of lead service lines City will improve the service to the affected customers by increasing the safety of their water.

RECOMMENDED ALTERNATIVE

The recommended alternative is the replacement of lead service lines in the identified areas.

Table 4-3 identifies the project cost estimate for the LSLR. The City utilizes a work allowance for these projects instead of contingencies. Because the City does a significant quantity of water main replacements every year, the potential for change orders is minimized, and a 10% contingency is not necessary.

Design of these projects is done in-house; therefore, no planning and design costs are included in the total cost estimate.

TABLE 4-3
LEAD SERVICE LINE REPLACEMENT
ESTIMATED PROJECT COSTS

Description	QTY	UNIT	Unit Price	Extension
Mobilization and Demobilization	1	LS	$300,000	$300,000
Maintenance and Protection of Traffic	1	LS	$200,000	$200,000
Video Documentation of Conditions	1	LS	$100,000	$100,000
Restoration	1	LS	$300,000	$300,000
LSLR - Public Side	2087	EA	$2,000	$4,174,000
LSLR Private Side	2087	EA	$2,400	$5,008,800
			Subtotal Construction	$10,082,800
Work Allowance				$100,000
			Total Construction	$10,182,800
CM&I				$706,000
Legal Financial				$302,500
			Subtotal Non-Construction	$1,008,500
			Total Project Cost	**$11,191,300**

CHAPTER 5
ENVIRONMENTAL IMPACTS

DIRECT AND INDIRECT IMPACTS

Disturbed And Undisturbed Land

The lead service lines will be replaced by horizontal directional drilling when feasible. Refer to Figure 1-2 for the overall location of the lead service line replacement areas. Figures 5-1a through 5-1c provide aerial views of each of the locations. All work will take place in areas previously disturbed by the installation of the original water service facilities.

Historic And Architectural Resources

A copy of the SHAARD map for each area is provided in Figures 5-3a through 5-3c. Many of the areas contain historic structures. Two of areas are located in or adjacent to historic districts. There will be no impact to the structures and the impact to the surrounding area will be temporary and minimal. Within the yards of lead service line replacements, only a small (2' by 2') hole will need to be excavated so that the new service line can be connected to the water main. The yards will be returned to their original condition as a part of the construction, and any impacts on the yards will be temporary and minimal.

There are no known archeological sites or National Natural Landmarks within the project area. The construction and operation of the proposed project will not impact National Natural Landmarks.

Wetlands

Figures 5-2a through 5-2c provide the wetlands and floodplain mapping for the areas of the proposed lead service line replacements. The lead service line replacement are not located in the wetlands.

Hydrology

Groundwater supplies, sole source aquifers, and drinking water supplies will not be negatively impacted by the proposed projects.

None of the lead service line replacements are located within the 100-year floodplain.

The project will not adversely affect waters of high quality listed in 327 IAC 2-1-2(3), exceptional use streams listed in 312 IAC 2-1-11 (b), Natural, Scenic and Recreational Rivers and Streams listed in 312 IAC 7-2, Salmonid Streams listed in 327 IAC 2-1.5-5(a)(3), or waters on the Outstanding Rivers list (Natural Resources Commission Non-rule Policy Document).

Plants and Animals

There are not any wooded areas, scrub or shrub areas in the locations of the proposed project. The construction and operation of the proposed project will not negatively impact State or Federally listed endangered species or their habitat. Trees and shrubs will not be removed as a part of this construction. The project will be implemented to minimize the impact to non-endangered species and their habitat. Mitigation measures will be implemented as requested by the Indiana Department of Natural Resources and the U.S. Fish and Wildlife Service.

Prime Farmland And Geology

The proposed project does not impact prime farmland, and in accordance with the guidance, NRCS was not notified of the project.

Air Quality

The area is in compliance with ozone and other airborne pollutants. This project will not introduce any additional pollutants into the atmosphere. Malodorous fumes and gases will not be discharged into the air as a result of the construction activities or the operation of the proposed work. The construction and operation of this work will not adversely affect ozone levels and will not increase or decrease airborne pollutants. Short-term negative impacts to air quality will include noise and dust during the construction period. There will be no long-term negative impacts to air quality. The contractor will be required to maintain all equipment in good working order to mitigate noise and air pollution caused by faulty operating equipment. If dust becomes an issue, the contractor will be required to water the construction zones to keep airborne particulate to a minimum.

Open Space and Recreational Opportunities

Open space and recreational opportunities will not be negatively affected by the construction or the operation of the proposed project.

Lake Michigan Coastal Program

The proposed project will not affect the Lake Michigan Coastal Zone.

National Natural Landmarks

The construction and operation of the proposed project will not affect National Natural Landmarks.

Secondary Impacts

The City of Fort Wayne through the authority of its Council planning commission, or other means, will ensure that future development, as well as future collection system or treatment works projects connecting to SRF funded facilities will not adversely affect

wetlands, wooded areas, steep slopes, archaeological/historical/structural resources, or other sensitive environmental resources. The City will require new development and treatment works projects to be constructed within the guidelines of the U.S. Fish and Wildlife Service, IDNR, IDEM, and other environmental authorities.

Mitigation Measures

To mitigate resident complaints, construction will only be allowed from 7:00 am to 5:00 pm Monday through Friday.

CHAPTER EXHIBITS

Figure 5-1a-c	Location Maps
Figures 5-2a-c	Wetlands/Floodplains Maps
Figures 5-3a-c	SHAARD Maps

LSLR - CENSUS TRACT 9

CITY UTILITIES
WATER THAT WORKS



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-1a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)

CITY UTILITIES
WATER THAT WORKS



FIGURE 5-1b

N
W E
S

2/23/2022

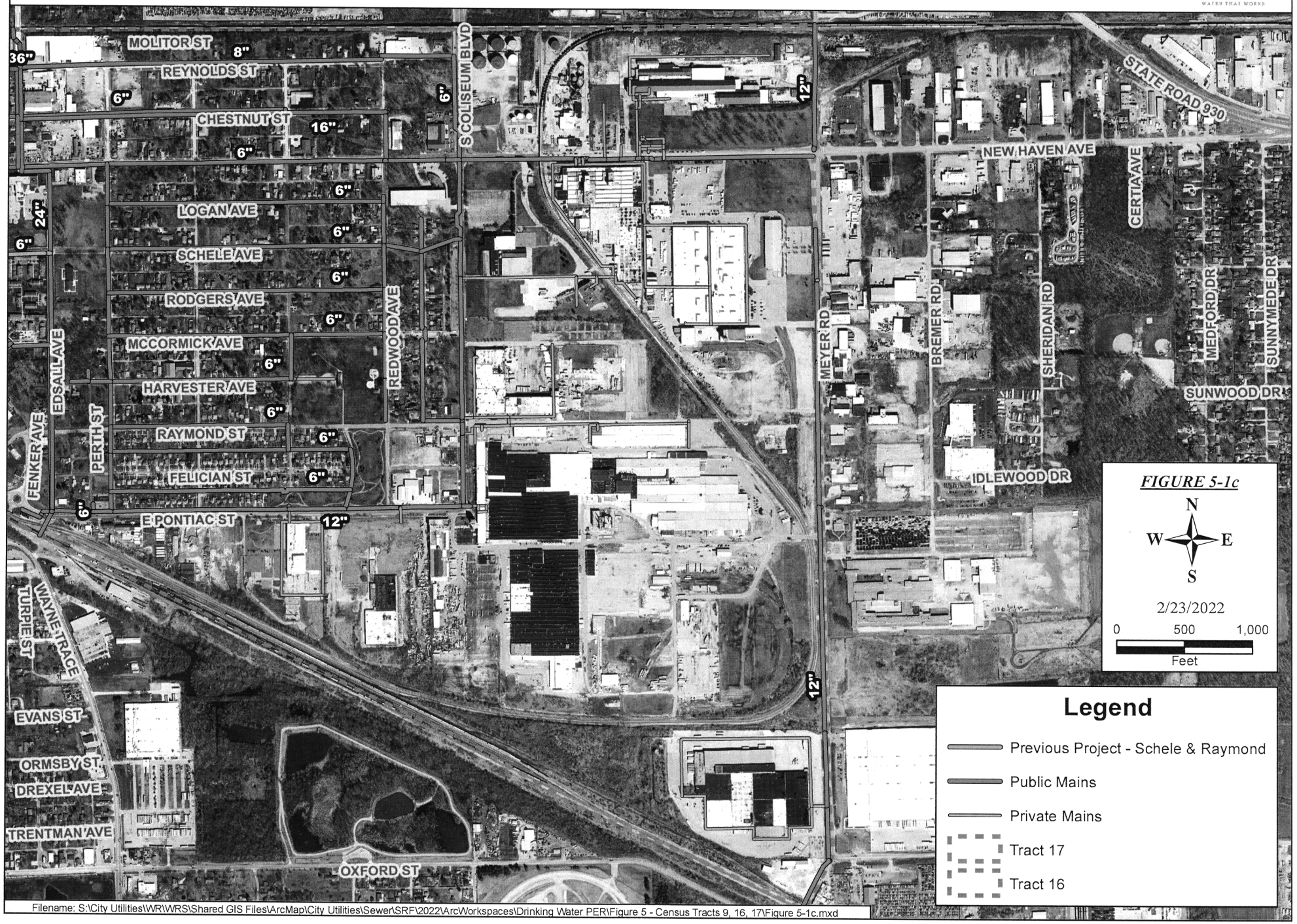
0 500 1,000
Feet

Legend

- Previous Project - Schele & Raymond
- Public Mains
- Private Mains
- Tract 17
- Tract 16

Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-1b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



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LSLR - CENSUS TRACT 9

CITY UTILITIES
WATER THAT WORKS



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-2a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)

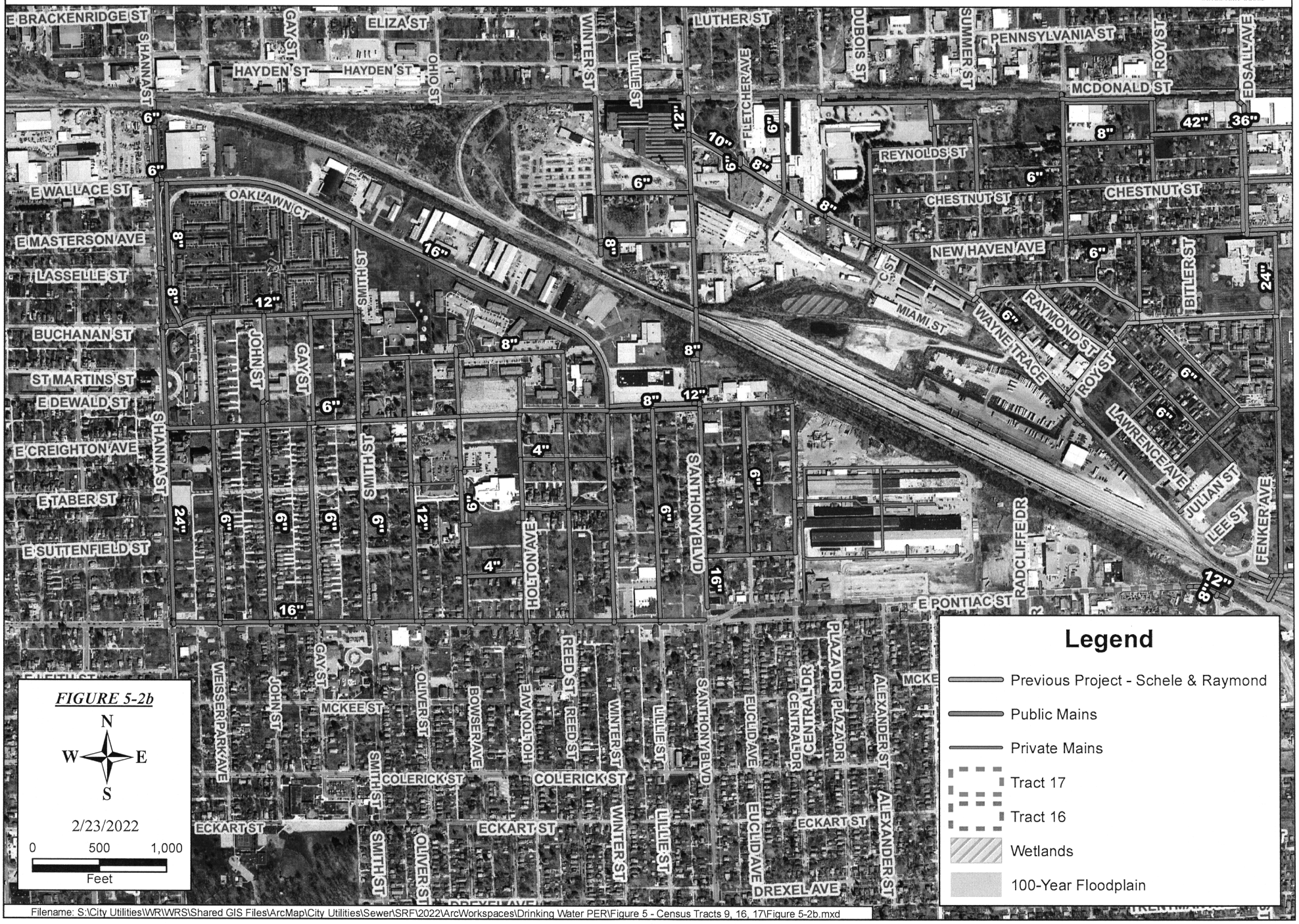


FIGURE 5-2b

N
W E
S

2/23/2022

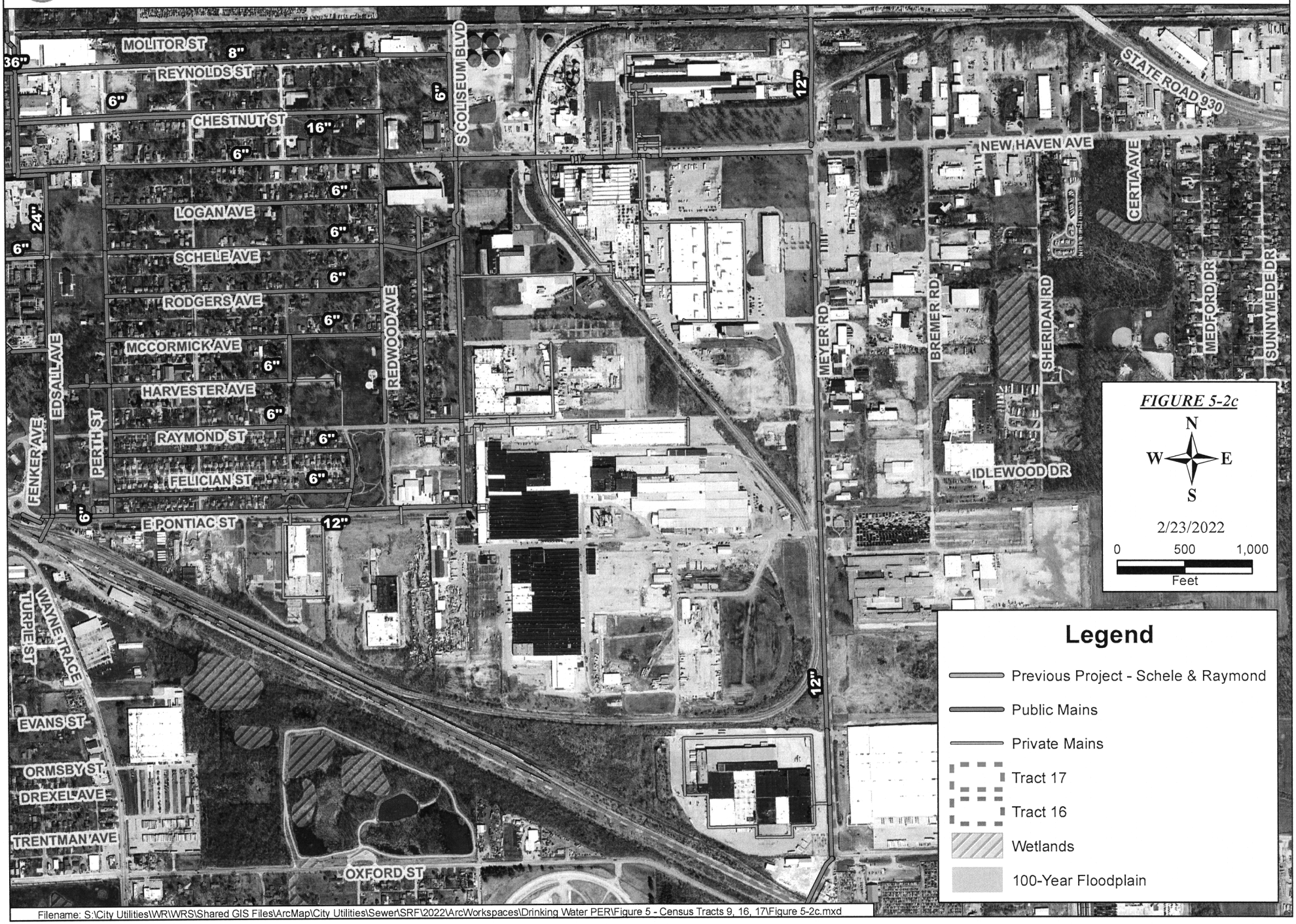
0 500 1,000
Feet

Legend

- Previous Project - Schele & Raymond
- Public Mains
- Private Mains
- Tract 17
- Tract 16
- Wetlands
- 100-Year Floodplain

Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-2b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



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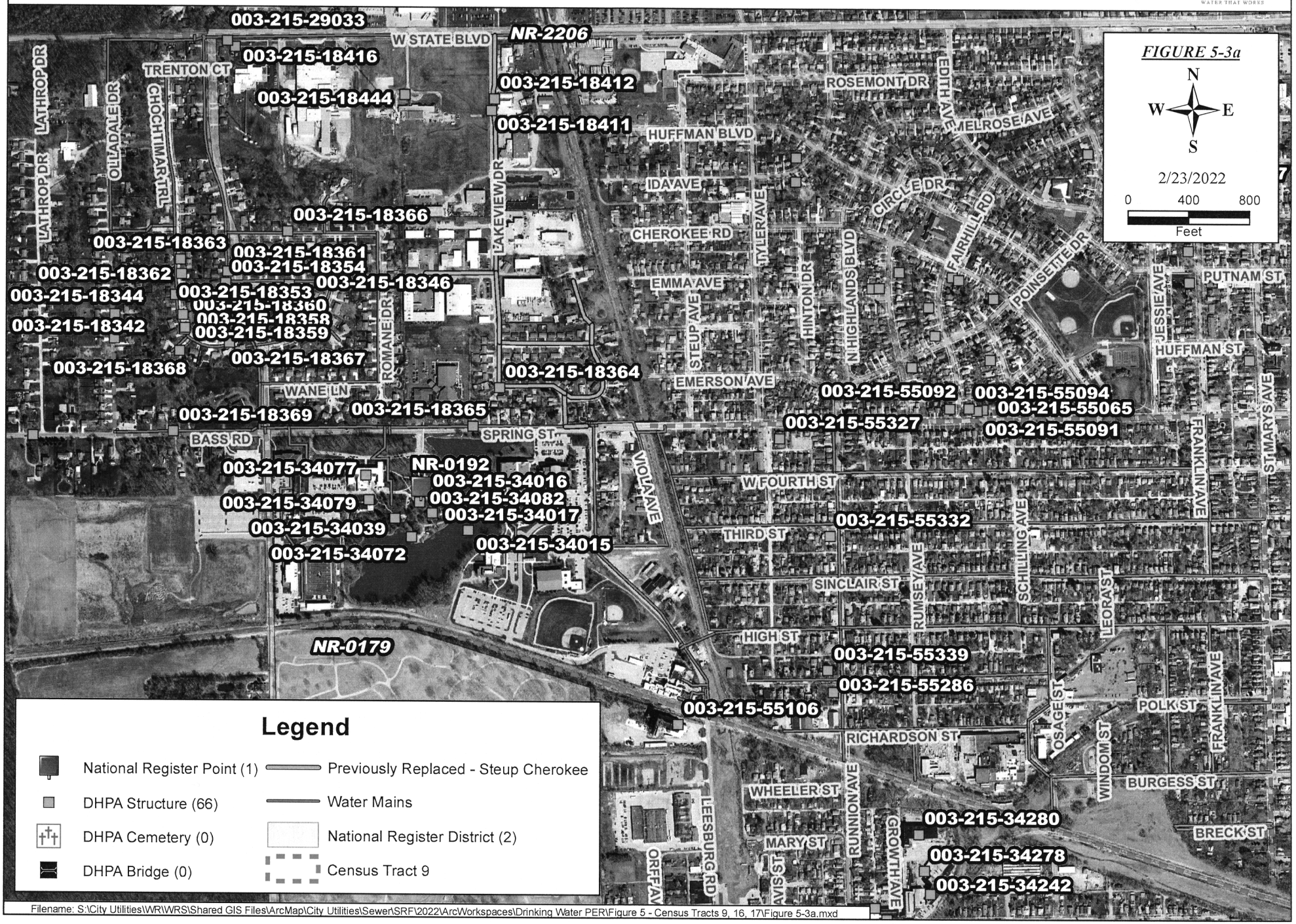
LSLR - CENSUS TRACT 9



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)

CITY UTILITIES
WATER THAT WORKS

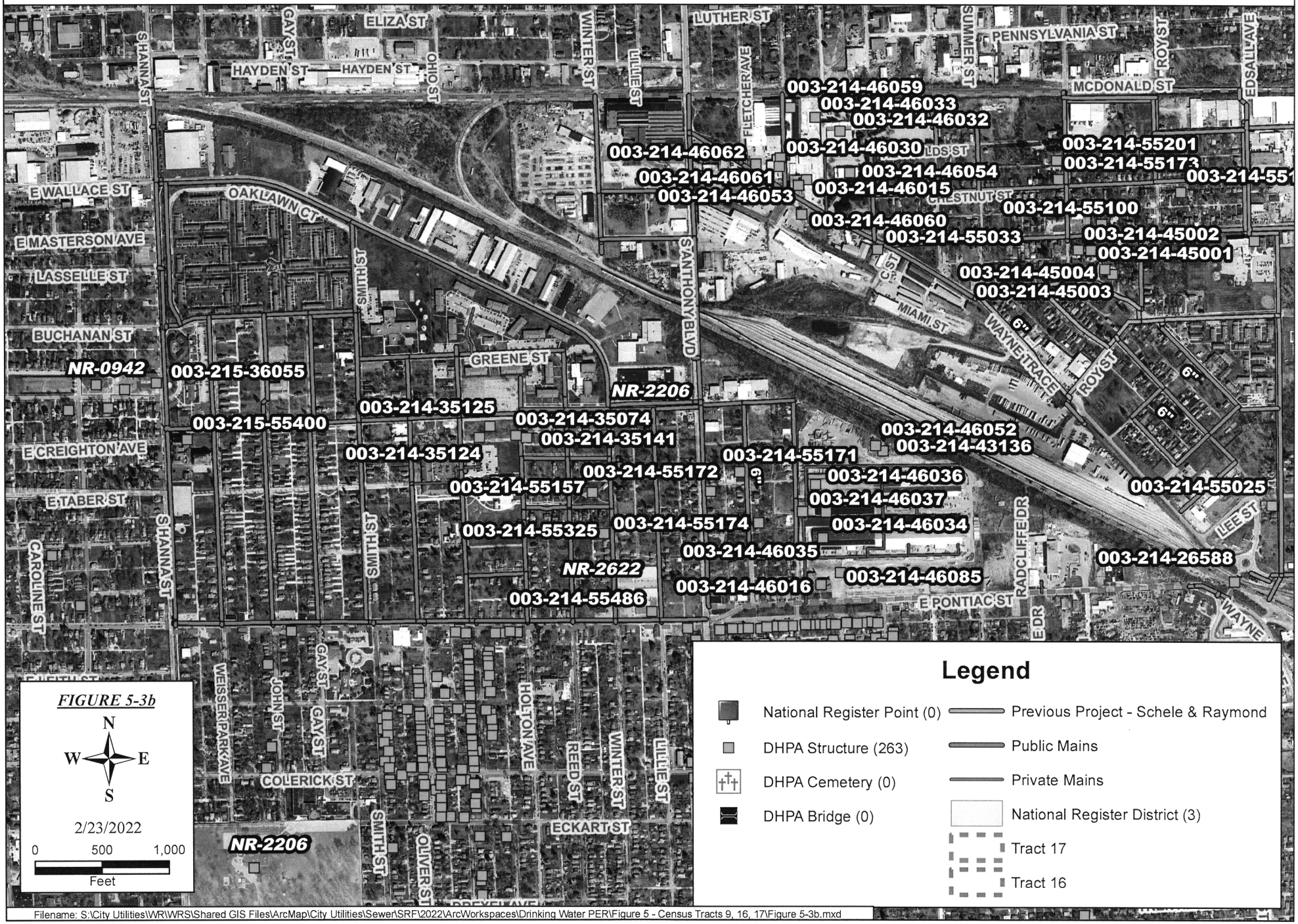


FIGURE 5-3b

N
W E
S

2/23/2022

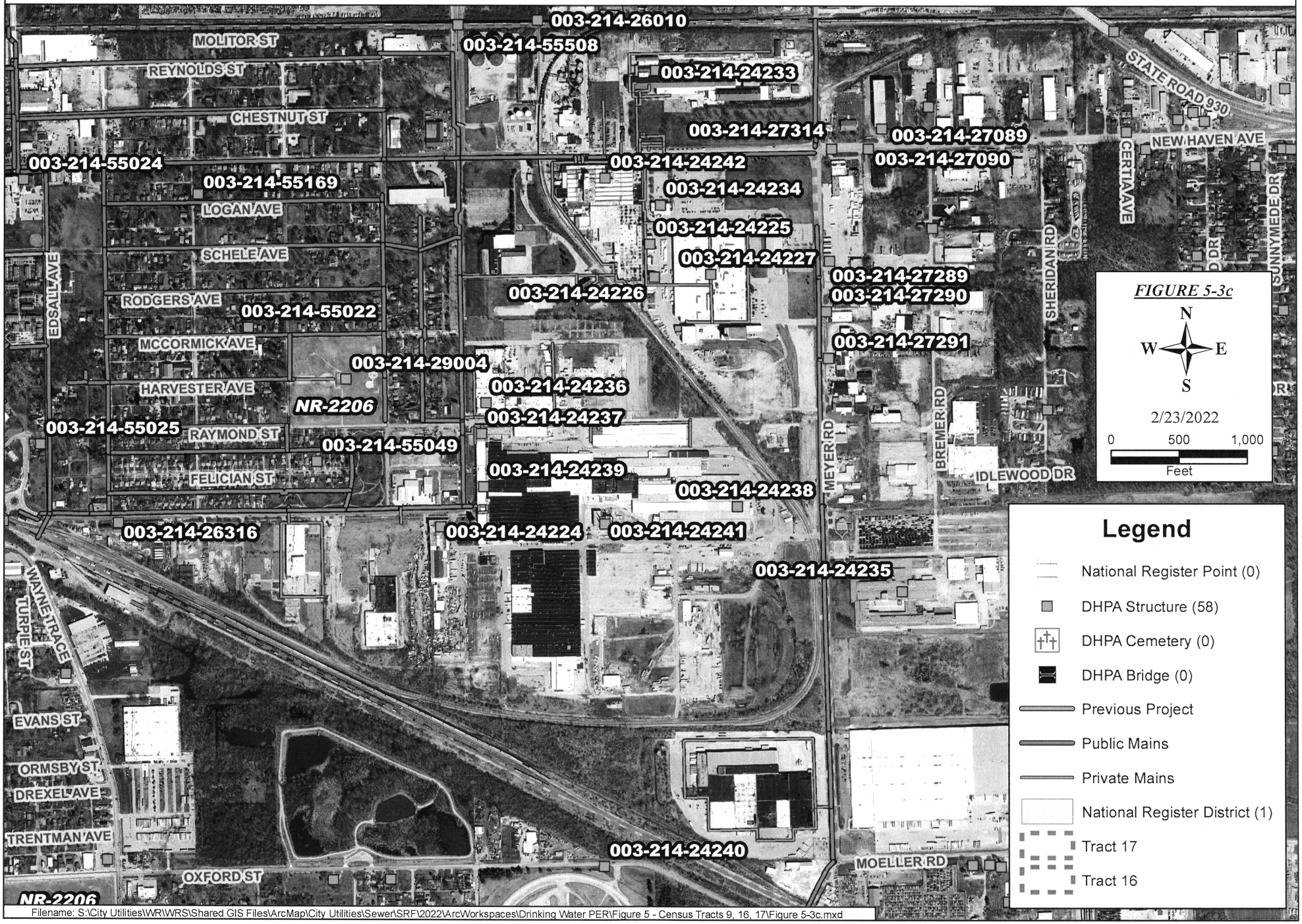
0 500 1,000
Feet

Legend

- National Register Point (0)
- DHPA Structure (263)
- DHPA Cemetery (0)
- DHPA Bridge (0)
- Previous Project - Schele & Raymond
- Public Mains
- Private Mains
- National Register District (3)
- Tract 17
- Tract 16

Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3c.mxd

CHAPTER 6
PROPOSED PROJECT

SELECTED PLAN COMPONENTS AND PROCESSES

The proposed project will replace approximately 2,100 lead service lines in the identified census tracts. The service lines will be replaced by directional drilling and, as a result, there will be minimal disruption to the pavement and lawns.

Project Costs

Table 6-1 identifies the cost estimates for the lead service line replacement. The City utilizes a work allowance for these projects instead of contingencies. Because the City does a significant quantity of water main replacements every year, the potential for change orders is minimized, and a 10% contingency is not necessary. There may be more than one contractor selected to complete this work.

Design of these projects is done in-house; therefore, no planning and design costs are included in the total cost estimate.

TABLE 6-1
LEAD SERVICE LINE REPLACEMENT
ESTIMATED PROJECT COSTS

Description	QTY	UNIT	Unit Price	Extension
Mobilization and Demobilization	1	LS	$300,000	$300,000
Maintenance and Protection of Traffic	1	LS	$200,000	$200,000
Video Documentation of Conditions	1	LS	$100,000	$100,000
Restoration	1	LS	$300,000	$300,000
LSLR - Public Side	2087	EA	$2,000	$4,174,000
LSLR Private Side	2087	EA	$2,400	$5,008,800
			Subtotal Construction	$10,082,800
Work Allowance				$100,000
			Total Construction	$10,182,800
CM&I				$706,000
Legal Financial				$302,500
			Subtotal Non-Construction	$1,008,500
			Total Project Cost	**$11,191,300**

Project Schedule

PER Submittal	March 2022
Anticipated PER Approval	November 2022
Complete Design	November 2022
Bid Opening	February 2023
IURC Approval	March 2023
Loan Closing	April 2023
Begin Construction	May 2023
Construction Completion and Startup	December 2024

Land Acquisition

Land acquisition will not be required for these projects; however, the city will need right of entry from each homeowner to replace the complete lead service line. Exhibits to this Chapter include the initial notification letter, right of entry form, and opt out form.

Contract Operations

The operation of the facilities will be accomplished with City personnel. There is no intention on the part of the City to move towards Contract Operations.

GREEN PROJECT RESERVE/CLIMATE RESILIANCY INITIATIVE

There are no green components associated with this project.

CHAPTER EXHIBITS

6-1 LSLR Program Letter to Property Owners
6-2 LSLR Program Opt In and Right of Entry Form
6-3 LSLR Program Opt Out Form

CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Example mailing date

[redacted]
or Current Property Owner
[redacted]
WO#Example

Re: Replacement of Privately-Owned Lead Water Service Line
[redacted]
City Utilities Project no. WO#Example, Example Project

Dear Property Owner:

Fort Wayne City Utilities has the privilege of providing healthy and safe water service for the residents of Allen County. The Three Rivers Water Filtration Plant produces high-quality water that meets or exceeds Federal and EPA standards. We are proud of the water we provide, but some older homes in our community may have a lead or galvanized service line, which can cause an elevated level of lead in drinking water at those homes. To help remedy this issue, City Utilities is undertaking a project to replace these service lines to residences with new service lines made of safer materials. This mailing is going to residents who have older homes and who may be able to take advantage of financial assistance to replace the service line on their property with safer materials.

Since you own and are responsible for the portion of the water service line from the curb stop valve to your house, we need your permission to replace the service line on your private property. If you agree to allow us into your property to perform this work, and the contractor finds that your water service line is made of lead or galvanized steel, then your water service line will be replaced from the street to your meter. You will be responsible to pay for replacement of your portion of the line however, the replacement is not mandatory. If no lead or galvanized steel is found, or you choose not to replace the service line, no private replacement will occur and you will not be responsible to pay anything.

We understand that replacing a service line is an expense many of us do not plan for. To help, City Utilities has negotiated a price cap and developed a loan plan that will allow you to pay for the replacement over a period of up to ten years. If you wish to have this work performed as part of the City's project, please execute and return the enclosed Special Contract for Lead Service Line Replacement. **The Special Contract must be signed** and returned **no later than Example deadline date.** Your share of the cost will be **$ XXXXX.XX** and you will not be billed for the work until the work is

complete. You may pay the entire billed amount with no penalty; or you may take advantage of a loan from City Utilities under which you would make monthly minimum payments of $XX.XX (including annual interest at a rate of X.X%) for a maximum of 10 years.

To replace your water service line, contractors will need to work both inside and outside of your home; however no internal plumbing located after the water meter will be replaced. The replacement will use trenchless methods such as pipe pulling, directional drilling, or pipe bursting wherever possible. Open cut installation will only be allowed with prior Owner approval. When the work is complete the contractor will plant grass, patch asphalt and concrete, and seal the entrance into your foundation or foundation wall if disturbed by the work. All other restoration will not be performed by the contractor and shall be the responsibility of the property owner.

A grounding rod is a device that protects your home from power surges, such as a lightning strike. Most homes have electrical grounding rods installed. However, in some older homes the grounding rods may not be in working condition, may not have been installed at all, or the connections between metal (bonding) inside the home may not be up to code. In these rare cases, the water service line may act as the only path to ground for electricity. In order to perform a full service line replacement, the electrical connection across the meter will be removed. The metal service line will be replaced with HDPE (plastic). This means the water service line will no longer function as a path to ground for your electrical system. For this reason, it is recommended that homes without ground rods and bonding in working condition have electrical grounding and bonding installed prior to the water service line replacement.

For information on the risks associated with lead, please visit EPA's website at: www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water.

We encourage you to participate in this program to reduce health risks. If you choose not to replace your privately-owned portion of the water service line, the public portion will still be replaced from the water main to the curb stop valve. This partial water service line replacement might temporarily elevate levels of lead in your drinking water. Therefore, if you choose not to replace the service line, City Utilities will provide you with a free filtering pitcher designed to remove lead from the water, as well as recommendations for flushing your interior plumbing. To help avoid your family being exposed to a higher level of lead in your drinking water as the result of a partial lead service line replacement, you would need to use the filtering pitcher for 180 days for any water used in drinking and cooking, and also follow the flushing instructions every day for 90 days following the work.

Thank you for your cooperation with this important public utility project. If you have any questions or concerns, please contact us at (260) 427-1234. If you do not wish to participate, please return the enclosed Acknowledgement and Waiver form. Documents should be returned to the following address:

City of Fort Wayne – City Utilities - Engineering
ATTN: Lead Service Line Replacement
200 E. Berry St., Suite 250
Fort Wayne, IN 46802

Este es un programa de la Ciudad para ayudar a eliminar las tuberías de agua de plomo potencialmente peligrosas a su hogar. Para obtener ayuda, llame a nuestros representantes de servicio al cliente al (260) 427-1234.

ဒီမြို့တော်ရဲ့ ပရိဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဒီမြို့တော်ရဲ့ ပရိဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄

Special Contract for Lead Service Line Replacement

COMPLETE AND RETURN THIS FORM IF YOU DO WISH TO PARTICIPATE IN THE CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.

Cross-Reference Allen County Recorder's Office Document no.: [redacted]

LEAD SERVICE LINE REPLACEMENT PROGRAM	**Project:**	**Example Project, WO#Example**
	Auditor Parcel ID:	[redacted]
	FWCU Account no.:	[redacted]
	Notice Date:	**Example mailing date**

Owner: Return this signed Special Contract for Lead Service Line Replacement (**"Special Contract"**) **by Example deadline date** (**"Return Deadline"**) to confirm your participation in the Lead Service Line Replacement Program (**"LSLRP"**). If you do not wish to participate in the LSLRP, please sign the Fort Wayne City Utilities Lead Service Line Replacement Program Acknowledgement and Waiver form enclosed herewith.

Return Address: Fort Wayne City Utilities (**"FWCU"**), 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802 (return envelope enclosed).

"Property" [redacted]

"Owner" (collectively, if more than one) [redacted]

Owner Mailing Address (if different from Property address)

Owner Contact Information

(Required to Schedule Interior Work) Preferred Contact

_____cell phone ☐

_____other phone ☐

Additional Notes (If Any):
(Notes that conflict with the terms of the Special Contract will not be accepted.)

[Signature Pages and Exhibits on Following Pages.]

I/We, the undersigned Owner, have received and read the *Options to Replace Lead Service Line* and hereby elect to participate in the LSLRP. Owner agrees to comply with the terms and conditions of the LSLRP set forth in Exhibit A (*Work Cost*) and Exhibit B (*Terms and Conditions*) attached hereto and incorporated into and made a part of this Special Contract.

Signed by Owner on the date indicated below, effective on the signature date or if not dated, on the date of receipt by the FWCU ("**Effective Date**"). Signature must be notarized.
(MUST BE SIGNED IN FRONT OF A NOTARY BY EACH PROPERTY OWNER NAMED ON DEED)

_____ Signature	_____ Signature
_____ Printed name (and title, if Owner is a business entity)	_____ Printed name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Printed name	_____ Printed name
_____ Date	_____ Date

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared _____ _____ _____, and acknowledged the execution of the foregoing *Special Contract for Lead Service Line Replacement* as a voluntary act and deed for the uses and purposes therein contained.

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

_____ _____
Notary Public Signature Notary Public Printed Name

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by Brandon Almas, Associate City Attorney, City of Fort Wayne. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (Brandon Almas).

EXHIBIT A
Work Cost

Work Cost: The "**Work Cost**" shall be defined as the total cost of the private side lead service line replacement project, as illustrated below. If nine or more replacements occur within a ½ mile of your property, the price of replacement is cheaper due to economy of scale. If this bulk pricing cannot be achieved, the low volume pricing will be used as illustrated by the Work cost breakdown. The Work Cost excludes additional costs that may need to be incurred by Owner, e.g. in providing access or restoring items that Owner is responsible for as defined in the *Terms and Conditions* in Exhibit B herein below. To avoid unexpected delays in Work or termination of the contract, Owner must remove obstacles prior to the Work per the Owner Obligations (defined in the *Terms and Conditions*).

Owner's Share: The Work breakdown based on the currently selected contractor is shown below. If the selected contractor is changed, the property owner will be notified of any price changes before Work starts and may refuse the Work at that time. Owner will not be billed for the Work until Work is completed. After Work is completed, City Utilities will send a statement and provide 60 days to pay in full before interest starts to accrue. Payments may be made over 10 years.

WORK COST BREAKDOWN **Can be paid in full or financed for up to 10 years**		
Description of Work	Total Cost (Without Interest)	Monthly cost over 10 years with 7.5% interest*
Water Service Line Replacement Low Volume Pricing (8 or Less Replacements in ½ Mile)	Contractor's low volume pricing	Contractor's price split into monthly payments over 10 years with 7.5% interest
Water Service Line Replacement Bulk Pricing (9 or More Replacements in ½ Mile)	Contractor's bulk price	Contractor's price split into monthly payments over 10 years with 7.5% interest

* Interest rate is Wall Street Journal Prime Rate plus 2.000 percentage points, determined as of April 23, 2019

EXHIBIT B
Terms and Conditions

1. **Program Benefits**. To qualify for the different types of benefits available under the LSLRP, the Owner must meet the eligibility criteria for the applicable program benefits.
   a. Financing. Financing is available to all residential property owners with a 5/8" or 3/4" meter who are customers of FWCU. Financing is offered over a term of ten (10) years with fixed interest at the WSJ prime index plus two percentage points, determined as of April 23, 2019.
   b. Program subject to funds. Owner agrees that any benefits available under the LSLRP are subject to availability of funds. FWCU shall have no obligation to provide benefits under the LSLRP if funds are not available.

2. The **"Work".** The work shall be defined as any and all necessary activities to replace the existing lead or galvanized steel service line with a new HDPE service line from the curb stop valve to approximately 6-inches beyond the outlet valve of the meter setting in the building (or if exterior meter, to the first interior valve), including the following:
   a. **"Exterior Work"**. The Exterior Work shall include:
      i. Measurement, surveying, and marking in preparation for installation.
      ii. Excavation to install the HDPE service line. Trenchless methods will require excavation of a minimum of one 4-foot x 6-foot pit at the curb stop valve. Additional pits may be necessary if boring of a new route through the soil is necessary. If FWCU determines that trenchless methods are not possible due to soil and other conditions on the Property, a 2-foot wide trench will be excavated from the curb stop valve to the point of entry of the service line into the building with prior Owner approval.
   b. **"Interior Work"**. The Interior Work shall include all activities inside the building on the Property necessary to complete the Work. This may include:
      i. Enlarging the existing entry point or creating a new entry point through the building wall or basement floor to accept the new HDPE service line, if necessary.
      ii. Cut and remove existing lead or galvanized steel service line at the water meter setting, install a new shutoff valve, connect the new HDPE service line to the existing premise plumbing, and install new meter setting supports as needed.
      iii. If an electrical grounding system is found to be attached to the lead service line, it will need to be removed to perform the Work. Reinstallation of the electrical grounding shall be the responsibility of the Owner. Owner expressly agrees that FWCU shall not have any liability related to the manner of installation or failure to complete such installation of the electrical grounding and bonding, and Owner hereby waives and releases any and all such claims against FWCU.
   c. Restoration. Following installation of the new HDPE service line, the Property will be restored by FWCU as follows:
      i. Backfilling of excavated lawn areas with existing soils and include no less than 4-inches of topsoil.
      ii. All impacted lawn areas will receive seed and straw during the growing season. Watering grass seed will be the responsibility of Owner.
      iii. All impacted concrete and asphalt paved surfaces will be repaired or replaced with appropriate materials similar to those that were removed to allow the work to be completed.
      iv. Entry point into the foundation wall or slab will be sealed to prevent water infiltration.
      v. Any other restoration required will not be performed by FWCU (including its agents, employees, and contractors). FWCU shall not be responsible for damage to nor required to restore any personal property, landscaping or improvements including without limitation, plantings, pavers, drywall, flooring, ceilings, paneling, or furniture disturbed in order to perform the Work due to Owner's failure to remove such items as required in Section 3: Owner's Obligations.

d. Inspection. FWCU reserves the right to inspect the Work to verify compliance with applicable laws and regulations, including FWCU design standards.

e. System Flushing. FWCU will flush the system using an outside spigot or utility sink in the building to fully flush the new HDPE service line for at least ten (10) minutes. Further flushing recommendations may be provided to Owner following completion of the Work.

3. **Owner's Obligations.**

a. Prerequisites to Work. Owner shall be provided advance notice of the date(s) of the Work ("**Work Date**"). Prior to the Work Date, Owner shall remove any personal property, landscaping and improvements that may interfere with or inhibit access to the Work areas, including but not limited to those described below.

i. *Exterior access.* Owner shall remove and provide protection for any exterior items required to perform the Work, including without limitation any walls, sculptures, ornaments, or furniture. Owner is responsible for digging up living plant material prior to the start of construction and providing necessary protection for the plants during construction. Any replanting or reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.

ii. *Interior Work area.* Owner shall remove and provide protection for any and all personal property, improvements or other obstructions (including stored items, furniture, drywall, paneling, etc.) necessary to provide access to the Interior Work area, which includes the area around the interior water meter and the service line between the meter (or first interior shutoff valve, if an exterior meter) and the point at which the water service line enters the building. The reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.

On the Work Date, any landscaping, improvements, personal property or other items obstructing access to or impeding performance of the Work may be grounds for termination of this Special Contract or delay the Work until obstructions are removed by Owner. If agreed upon by Owner and Contractor, the obstructions material may be removed by the Contractor in order to perform the Work, and Owner hereby waives all claims against FWCU for damage due to removal of items necessary to perform the Work, as it is Owner's responsibility to remove such items prior to the Work Date. Additional contractor costs for removal of obstructions cannot be added to the Work Costs in accordance with Exhibit A (*Work Cost*) to this Special Contract unless approved by FWCU. If FWCU determines such additional costs cannot be added to the Work Costs, the Owner will be responsible for paying such costs to the Contractor directly.

b. Ownership and Maintenance of Service Line. Notwithstanding Owner's participation in the LSLRP, Owner acknowledges that Owner retains ownership of and repair responsibility for the water service line at all times following completion of the lead or galvanized steel service line replacement project.

c. Payment of Owner's Share. Owner shall be responsible for the full amount of fees that may be due for the applicable LSLRP benefits. Owner may prepay all or a portion of the outstanding balance without penalty.

d. Remedies for Failure to Pay. In addition to any other available statutory remedies, if Owner and/or Owner's individual successors and assigns, fails to pay any amount due under this Special Contract by the applicable due date, FWCU may terminate water service to Owner and/or Owner's individual successors and assigns. In addition, FWCU may place a lien against the Property in an amount equal to the outstanding repayment amount and/or fees, including any attorney fees, court costs, or other expenses associated with collecting the outstanding balance.

e. Transfer or Sale of the Property. During the Term of this Special Contract, unless amounts due from Owner have been fully paid, Owner shall disclose and provide a copy of this Special Contract to a purchaser under contract to purchase the Property or other potential transferee of the Property. At closing, Owner shall either:

1) assign and shall cause transferee to assume this Special Contract by completing an *Assignment and Assumption Agreement* and provide to FWCU a written copy of the completed *Assignment and*

Assumption Agreement to the LSLRP Program Director 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802; or

2) pay the full amount that is due and owing to FWCU.

Notwithstanding any assignment to the transferee, Owner shall not be released from its obligations to FWCU under this Special Contract; rather, following the date of the assignment, Owner shall be secondarily liable to FWCU for any unpaid costs due to FWCU hereunder.

4. **Covenant to Run with Land; Recording.** Owner's obligations hereunder, including but not limited to the obligation to pay the amounts due to FWCU under this Special Contract, shall be deemed covenants running with the land, binding upon all subsequent owners of the Property until satisfied in full. FWCU may record this Special Contract with the Recorder's Office in Allen County, Indiana. FWCU shall be responsible to pay all recording fees.

5. **Term.** The term of this Special Contract shall commence on the Effective Date and, if not sooner terminated as provided herein, shall automatically expire at such time as the Work has been completed and all payments due from Owner have been paid (the "**Term**").

6. **Right of Entry**. Owner hereby acknowledges that FWCU (including its agents, employees and contractors), will require access to the Property to complete the Work. Owner hereby grants the following rights to enter upon the Property:

a. Exterior access. From the Effective Date until the date of completion of the Work, FWCU shall be permitted to enter upon the Property outside of the building from time to time for the purpose of performing the Work.

b. Interior access. On the Work Date, Owner shall provide access to FWCU for the purpose of performing the Interior Work. Owner or Owner's adult representative shall remain present during the Interior Work. While performing the Interior Work, FWCU may perform needed maintenance and repair or replacement of the City-owned meter setting.

The right of entry granted hereby is executed for the benefit of FWCU (including its agents, employees, and contractors).

7. **Warranty.** Owner acknowledges and agrees that the Contractor selected to perform the Work may offer a warranty on the Work. **OWNER ACKNOWLEDGES AND AGREES THAT FWCU MAKES NO WARRANTY RELATED TO THE WORK AND SPECIFICALLY DISCLAIMS ALL WARRANTIES THAT MAY BE DISCLAIMED UNDER INDIANA LAW INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **Damage; Release.** With the exception of the liabilities expressly stated herein, each party hereby releases and waives claims against each other for damages or injuries resulting from the negligent acts or omissions of the other party, pursuant to the activities under this Special Contract. FWCU shall not be responsible for any damage caused as a result of the Work.

9. **Delays.** FWCU shall make best efforts to perform the Work Monday through Friday, between 7am and 5pm, non-holidays. The following occurrences may require delay or rescheduling of the relevant Work:

i. Owner's failure to clear obstructions to accommodate the Work.
ii. Inclement weather.
iii. Owner's failure to provide access to the Work area.
iv. Owner's failure to comply with the prerequisites to Work in Section 3 hereof.

10. **Termination**. This Special Contract may be terminated as provided in this Section 10. Following

termination, the Owner shall be responsible for causing completion of the private lead or galvanized steel service line replacement in accordance with applicable laws and regulations.

a. By Owner. At any time prior to commencement of the Work, Owner may terminate this Special Contract by providing written notice to FWCU, along with a signed copy of Fort Wayne City Utilities Lead Service Line Replacement Project Acknowledgement and Waiver form, at the return address on Page 1.
b. By FWCU. FWCU shall have the right to terminate this Special Contract with seven (7) days advance notice to Owner at the Owner Mailing Address on page 1 under any of the following circumstances:
    i. FWCU determines that the service line on the Property is lead-free, as determined in accordance with Indiana law.
    ii. Title to the Property has changed, unless this Special Contract has been assigned to and assumed by the transferee.
    iii. Owner fails to provide timely access necessary to perform the Work, or is not present at the time scheduled for replacement, and an alternative date and time cannot be coordinated.
    iv. Owner's breach of any terms, conditions, representations, or warranties under this Special Contract.
    v. Without cause at any time prior to commencement of the Work.

11. **Representations and Warranties.** The undersigned represents warrants and covenants to FWCU that the undersigned are all of the owners of the fee simple interest in the Property and have the power and authority to enter into this Special Contract and to carry out all obligations hereunder.

12. **Notice**. All notices given under this Special Contract shall be in writing and delivered personally, by first class United States mail, or by a recognized overnight courier service. Notice shall be sent to Owner at Owner's Mailing Address, and to the FWCU at the Return Address on page 1. If Owner sends a notice to FWCU alleging that FWCU is in breach of this Special Contract, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Law Department, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802.

13. **Waiver.** Any failure by FWCU to enforce its rights under this Special Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions.

14. **Forum selection; Governing Law.** This Special Contract shall be governed by and construed in accordance with the laws of the City of Fort Wayne and the State of Indiana. All actions regarding this Special Contract shall be brought in the circuit or superior courts in Allen County, Indiana, and Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all matters arising under this Agreement.

15. **Severability.** If any part of this Special Contract is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

16. **Privacy Notice.** Owner acknowledges and agrees that information provided to or obtained by FWCU, including, without limitation, telephone numbers, email addresses, mailing addresses, specific work requests or other comments relevant to the Work, and information about existing piping materials on Owner's property, may be shared with third parties solely for purposes related to the Work. Such information will not be shared for any other purpose. By signing up to participate in the Lead Service Line Replacement Program, Owner consents to the sharing of such information solely for purposes related to the Work.

[END OF EXHIBIT B"]

Fort Wayne City Utilities Lead Service Line Replacement Program
Acknowledgment and Waiver
CUE WO#Example

COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.

ADDRESS: [redacted]

Your property has been identified by Fort Wayne City Utilities (**"FWCU"**) as possibly containing leaded alloy or galvanized plumbing (valves, piping, solder, faucets, etc.). In certain circumstances, lead plumbing can corrode and leach lead into the user's drinking supply. The United States Environmental Protection Agency (**"EPA"**) and the Indiana Department of Environmental Management (**"IDEM"**) have determined that lead in drinking water can increase a person's exposure to lead, which can have adverse effects on health. More information about the adverse effects of lead can be found on the EPA's website at www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water.

To help minimize the risks of exposure to lead from water service lines, FWCU has implemented a Lead Service Line Replacement Program (**"LSLRP"**). Through the LSLRP, FWCU intends to replace water service lines containing lead and/or galvanized steel. FWCU will also offer homeowners an opportunity to finance the cost of the lead service line replacement over a period of up to ten (10) years.

Because your property has been identified by FWCU as possibly containing lead or galvanized plumbing, it is recommended that you participate in the LSLRP. You may do so by signing and returning the Special Contract for Lead Service Line Replacement that has been provided to you. Please note that the benefits available under the LSLRP are offered for a limited time. FWCU will excavate a hole for the public replacement regardless of Owner involvement. Using the excavation to also replace the private portion reduces the labor costs and inconvenience of replacing the service line later. Once FWCU replaces the water mains and public service lines in your area there will be no need for this excavation and this cost saving opportunity is lost.

If you do not elect to participate in the LSLRP, FWCU will proceed with a partial lead service line replacement—e.g., FWCU will replace the water public service line, but will not replace the private service line on your property from the curb stop valve to your house. This means that the risk of lead exposure will still exist. A partial replacement can agitate the existing lead pipe, leading to elevated lead levels for a period of time. Following the partial lead service line replacement, the American Water Works Association (**"AWWA"**) recommends the following steps to minimize the risks of lead exposure:

- Do not consume water, ice, or use hot water until you have finished flushing
- Remove aerators or screens including shower heads from all faucets used for flushing
- Beginning with the lowest level of your home, fully open the cold water taps (showers, bathtubs, sinks, laundry tubs, hose-bibs, etc.)
- Keep lower level faucets on and move to each higher floor fully opening faucets
- Let the water run for at least thirty (30) minutes after all faucets are open
- After thirty (30) minutes turn off the first faucet opened and continue to turn off other faucets in the same manner you turned them on
- Clean or replace aerators/screens on shower heads, faucets, etc.

Additionally, FWCU will provide you with a free filtered water pitcher that should be used for a period of 90 days after the partial replacement.

If you have any questions, please contact our Customer Support staff at (260) 427-1234.

By signing below, you acknowledge and agree that you have read this Waiver, understand the risks associated with lead and/or galvanized plumbing, and decline to participate in Fort Wayne City Utilities' Lead Service Line Replacement Program.

Homeowner printed name: _____ Phone (optional): _____

Homeowner signature: _____ Date: _____

Please see optional survey below, your feedback is valuable for our continued efforts to improve this program.

Reason for declining work:

☐ Too costly

☐ Do not want the disruption

☐ Service line is not lead or galvanized steel

☐ Other (please specify below)

_____

CHAPTER 7
LEGAL, FINANCIAL & MANAGERIAL CAPABILITIES

RESOLUTIONS

Specific resolutions must be passed by the Board of Works to comply with the requirements of the State Revolving Loan Fund. These two resolutions are the Signatory Authorization and the PER Acceptance. The Signatory Resolution is attached as an Exhibit to this Chapter. The PER Approval Resolution will be submitted to the Board for approval after the public hearing.

LAND ACQUISITION

Land acquisition is not required for the proposed lead service line replacement; however, the City will need to acquire Right of Entry from each property owner to replace the private side lead service lines. A copy of the Right of Entry form is attached.

MANAGERIAL AND FINANCIAL CAPABILITIES

The City of Fort Wayne has the managerial and financial capabilities to finance and manage this project. The City has provided water service since the 1930's and continues to meet Federal and State water quality requirements.

CAPITAL ASSET MANAGEMENT PROGRAM

The City of Fort Wayne has a Capital Asset Management Plan that meets or exceeds the requirements in SEA 362 and the guidelines required by the Indiana Finance Authority. The certification form is attached at the end of this chapter.

PROJECT COSTS AND FINANCING

Table 1-1 identifies the project costs and financing information using an SRF loan.

TABLE 7-1
SRF PROJECT COSTS AND FINANCING

Proposed Project Costs	
Supply/Wells Costs	$0
Transmission/Distribution Costs	$9,982,800
Treatment Cost	$0
Storage Costs	$0
Sub Total Construction Cost	$9,982,800
Contingencies and Work Allowance	$100,000
Non-construction Costs	$1,008,500
Total Project Cost	**$11,091,300**
Ineligible Costs	$0
Other Funding Sources (Local)	$0
Requested SRF Loan Amount	**$11,091,300**

Financial Adviser
a. Firm Contact: Baker Tilly
b. Name: Eric Walsh

Bond Counsel
a. Firm Contact: Ice Miller
b. Name: Michael Allen

CHAPTER EXHIBITS

7-1 Signatory Resolution
7-2 PER Approval Resolution
7-3 Capital Asset Management Program Certification Form

RESOLUTION NO. 108-3-16-21-1

RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, herein called the Participant has plans for wastewater and/or drinking water infrastructure improvement projects to meet State and Federal regulations and the Participant intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works has adopted this Resolution dated March 16, 2021.

NOW, THEREFORE BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, the governing body of said community, that:

1. Kumar Menon, Director, Matthew Wirtz, Deputy Director, Justin Brugger, and/or Bogdan Vlagea as employees of the City of Fort Wayne be authorized to make application for a State Revolving Fund Loan ("SRF Loan") and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the Participant; and

2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and

3. Two certified copies of this Resolution be prepared and submitted as part of the Participant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **16th day of March 2021**, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____ 3.16.21
Michelle Fulk-Vondran, Clerk

MISCELLANEOUS RESOLUTION NO. _____

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Reports, PER, dated **March 2022**, to be prepared by the consulting firm of HomeTown Engineering, LLC for the Water Utility; and

WHEREAS, said PER has been presented to the public at a public hearing held on **April 12, 2022**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended project in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PER for the Water Utility dated **March 2022** be approved and adopted by the Board of Public Works; and

2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **12th day of April, 2022** after the Public Hearing.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

To be completed at the Public Hearing

State Revolving Fund Loan Program
Asset Management Program Certification Form
Inclusive of
Fiscal Sustainability Plan Certification

(To be submitted either at the time of loan closing or no later than the final disbursement of a Participant's loan proceeds)

Participant Name: Fort Wayne City Utilities		
Street Address: 200 E Berry St, Suite 250	P. O. Box Number	
City: Fort Wayne	State: IN	Zip Code: 46802

Indiana Code 5-1.2-10-16 requires a Participant that receives a loan or other financial assistance from the State Revolving Fund Loan Program (SRF) to certify that the Participant has documentation demonstrating it has the financial, managerial, technical and legal capability to operate and maintain its water or wastewater collection and treatment system. A Participant must demonstrate that it has developed an asset management program as defined in the Indiana Finance Authority's (Authority) Asset Management Program Guidelines.

Section 603(d)(1)(E) of the Federal Water Pollution Control Act (FWPCA) requires a recipient of a loan for a project that involves the repair, replacement, or expansion of a publicly owned treatment works to develop and implement a Fiscal Sustainability Plan (FSP). The requirement pertains to those portions of the treatment works paid for with Clean Water SRF Loan Funds.

The Asset Management Program (AMP) shall be inclusive of the requirements of the FSP for Wastewater and Drinking Water projects and shall include at a minimum the following: (1) A system map (2) An inventory and assessment of system assets (3) development of an infrastructure inspection, repair, and maintenance plan, including a plan for funding such activities (4) an evaluation and implementation of water and energy conservation efforts (5) An analysis of the customer rates necessary to support the AMP (6) Audit performed at least every two years (7) Demonstration of the technical, managerial, legal and financial capability to operate and maintain the system, per the guidelines established by the Authority.

I hereby certify that I am an authorized representative for the above listed Participant and pursuant to IC 5-1.2-10-16 and Section 603(d)(1)(E), the Participant has developed and is implementing an AMP (inclusive of the requirements of an FSP) that meets the requirements established by the Authority. Upon the request of the Environmental Protection Agency (EPA) or the Indiana SRF, the Participant agrees to make the AMP (which includes the FSP requirements) available for inspection and/or review.

Participant's estimated capital asset needs in the next 5 years: $ 175,000,000

Matthew W	3/2/22
Signature of Authorized Representative	Date
Matthew A. Wirtz	(260) 427-2690 matthew.wirtz@cityoffortwayne.org
Printed Name	Phone Number/Email Address

Effective November 1, 2021

CHAPTER 8
PUBLIC PARTICIPATION

SUMMARY

A Public Hearing will be held in the Fort Wayne Council Chambers, Room 035, 200 East Berry, Fort Wayne, IN. Information from the public hearing will be attached as exhibits to this Chapter, including a copy of the public notice, Publisher's Affidavit, the sign in sheet and minutes of the Public Hearing.

Preliminary Engineering Report 2022

Water Utility Improvements
Lead Service Line Replacements

For the

City of Fort Wayne, Indiana
Allen County, Indiana

March, 2022

Prepared by:

Hometown Engineering, LLC
For
Fort Wayne City Utilities

Preliminary Engineering Report
2022

Water Utility Improvements
Lead Service Line Replacements

City of Fort Wayne

March, 2022

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6-2 LSLR Program Opt In and Right of Entry Form
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7-1 Signatory Resolution
7-2 PER Approval Resolution
7-3 Asset Management Program Certification Form
8 -1 Public Hearing Documentation

CHAPTER 1
PROJECT LOCATION AND SCOPE

INTRODUCTION

The City of Fort Wayne owns and operates a municipal water utility. The water treatment plant was originally constructed in the 1930s and major expansions have occurred in the 1950s and the 1980s. Currently, the plant is rated to provide 72 mgd to the customers of the utility.

All of the water is currently supplied by a low service pumping station on the St. Joe River that was constructed with the original facilities. The St. Joe Dam Pump Station has four pumps that supply raw water to the Three Rivers Filtration Plant. The total listed pumping capacity is 210 mgd, with a firm capacity of 140 mgd. Two reservoirs upstream of the St. Joe Dam provide emergency raw water storage.

The water is pumped from the St. Joe Dam through two parallel raw water mains to the Three Rivers Filtration Plant (TRFP). All of the potable water provided by the Fort Wayne Water Utility is treated at the Three Rivers Filtration Plant. General facilities at the plant include primary flocculation and settling, secondary flocculation and settling, and filtration. Chemical addition includes ferric sulfate, lime, powdered activated carbon on an intermittent basis, orthophosphate, fluoride, free chlorine, and chlorine dioxide and ammonia for disinfection.

Over the years, design professionals have conducted several studies to evaluate the capacity of the supply, treatment and distribution facilities to meet current and future flow requirements and regulations.

Fort Wayne is constructing groundwater wells at the Three Rivers Filtration Plant that will allow for the blending of up to 10 MGD of groundwater to the current water supply from the St. Joe Dam. This will allow for better operational control during runoff events and will allow for a reduction in chemical usage during these events. The runoff events occasionally result in taste and odor issues for customers. In addition, the completion of the project will provide some redundancy in raw water supply.

PROJECT AREA

Fort Wayne is located in central Allen County in northeast Indiana. Interstate 69 passes to the west of the City, and US Routes 33, 30, and 24, and State Roads 1, 3, and 14 pass through the City. Figure 1 attached to this chapter is a map of the City of Fort Wayne. The City is located on the Huntertown, Cedarville, Fort Wayne East, and Fort Wayne West Quadrangles, Townships 31N and 32N, Ranges 12E and 13E, all sections.

The twenty-year study and service area is the corporate limits of the City of Fort Wayne and the immediately surrounding area, as they are expected to exist in 20 years. Figure 1 -1 identifies the current service area and the proposed twenty-year service area. estimated to be directly served by Fort Wayne.

Fort Wayne is a regional utility and provider of water services and currently provides wholesale water treatment services to the City of New Haven's water system, just to the east of Fort Wayne's service area.

PROJECT NEED

The City of Fort Wayne continually evaluates the needs of the water utility. The master plans for both the distribution and the treatment facilities were last updated in 2019 for a ten- year planning criteria. The critical needs are based on the three performance criteria of adequacy, efficiency, dependability and reliability, as defined by the AWWA Research Foundation.

This project will address the replacement of lead service lines in underserved areas of the City.

PROJECT SCOPE

Several neighborhoods in the City have been identified for lead service line replacements (LSLR). The selected areas have been identified as priority area for LSLR based on factors including income levels, poverty levels, presence of children under the age of 17, and lead sampling results in the areas. The City is proposing to replace most of these service connections using horizontal directional drilling method.

WATER LOSS AUDIT

The City has completed a validated Water Loss Audit in accordance with SEA 4 and submitted the certifications to the IFA for both Honeysuckle and the City of Fort Wayne Water Utilities.

REGIONAL PLANNING MEETINGS

The City has participated in annual Regional Planning Meetings in accordance with SEA 4.

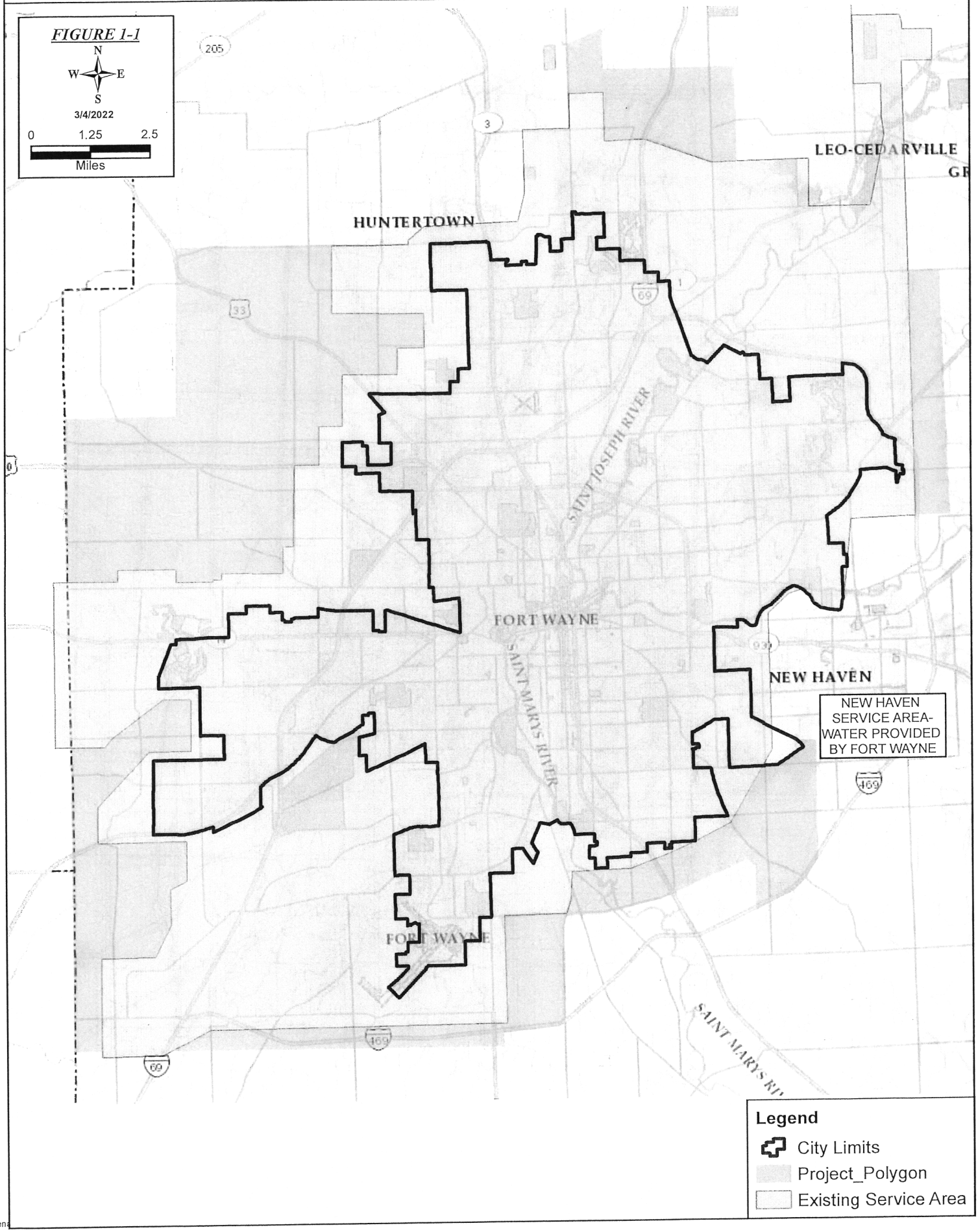
CERTIFIED OPERATOR

The City of Fort Wayne has several certified operators, and the certification needs will not change as a result of this project.

CHAPTER EXHIBITS

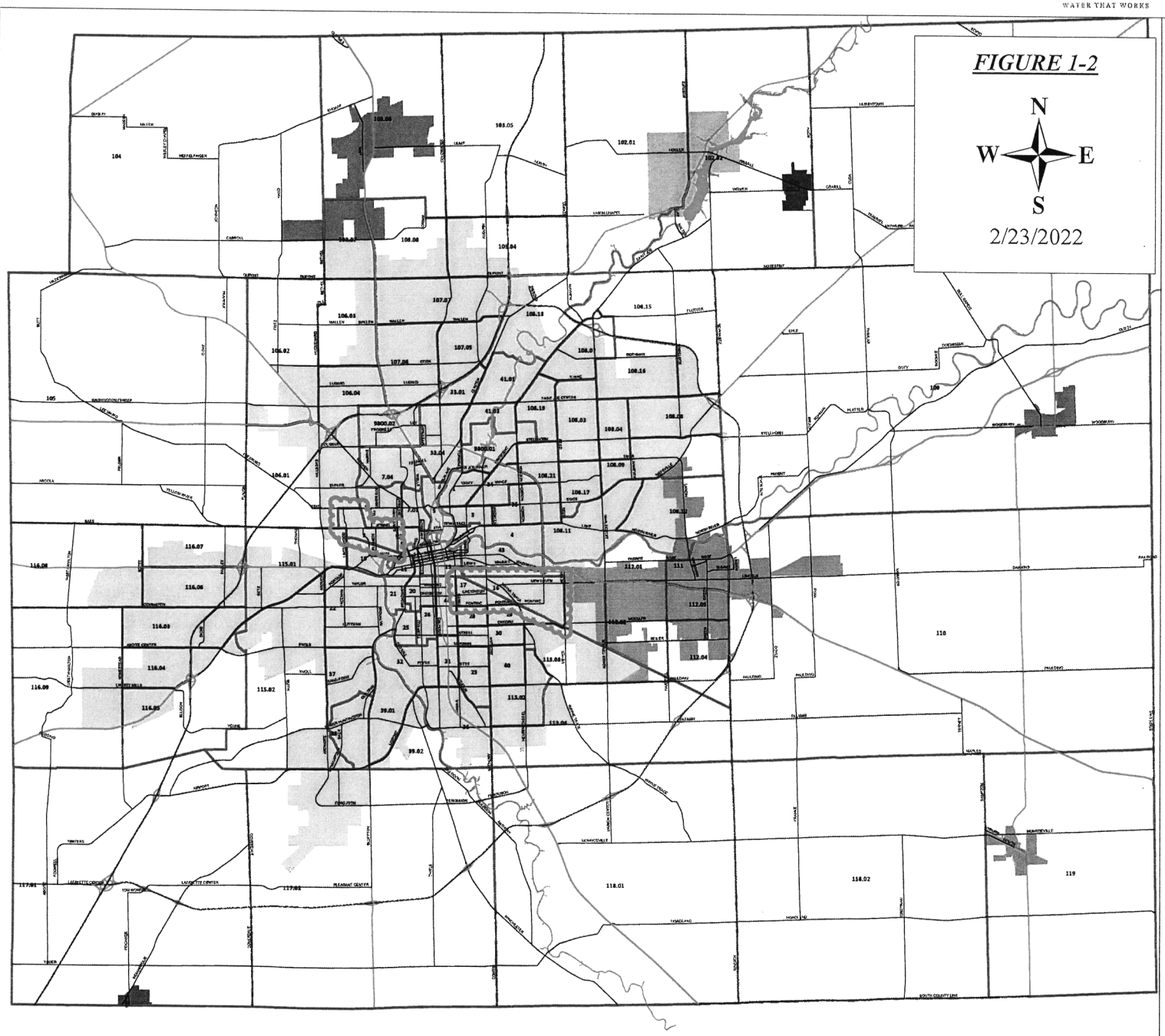
Figure 1-1 Fort Wayne Map and Twenty-Year Service Area
Figure 1-2 LSLR Replacement Location

EXISTING AND TWENTY YEAR SERVICE AREA



LSLR REPLACEMENT LOCATION

CITY UTILITIES
WATER THAT WORKS



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 1-2 LSLR Replacement Location\Figure 5-1a.mxd

CHAPTER 2
CURRENT SITUATION

EXISTING FACILITIES

The City of Fort Wayne provides potable water to over 250,000 people in the water service area through 103,427 meters. As previously described, all of the potable water in the City of Fort Wayne is supplied by a low service pumping station on the St. Joe River that was constructed in the 1930's. The water is then treated at the Three Rivers Filtration Plant (TRFP). The original plant was constructed in the 1930's and major plant expansions occurred in the 1950's and the 1980's. The plant is rated to treat 72 mgd. Exhibit 2-2 to this chapter includes an equipment summary at the St. Joe Dam Pumping Station and the Three Rivers Filtration Plant; Exhibit 2-3 provides a schematic of the flow through the plant, and Exhibit 2-4 provides a history of high service pumping.

There are approximately 1,169 miles of water main in the City of Fort Wayne, and a total of 1,406 miles within the service area. There are nine elevated storage tanks and two above ground storage tanks with a total capacity of 18.5 million gallons. An additional 20 MG of storage capacity is available in reservoirs at the TRFP. Exhibit 2-5 to this chapter contains the summary of distribution system facilities and Figure 2-1 is a map of the existing distribution system.

Table 2-1 identifies the existing water consumption for the City of Fort Wayne Water Utility for 2021.

TABLE 2-1
EXISTING TRFP FLOWS

Domestic (D)	14.9 MGD
Commercial/Institutional (C)	5.7 MGD
Industrial (I)	1.7 MGD
Governmental	.5 MGD
Unmetered Authorized	2.1 MGD
Total DCI	**24.3 MGD**
Water Loss	6.9 MGD
Average Design Flow	31.2 MGD
Peak Day	45.7 MGD
Peak Hour	55.6 MGD
PLANT FLOW CAPACITY	**72 MGD**

The City performs an annual water loss audit. During 2020, the actual metered consumption in the service area was 23.4 MGD and unmetered authorized consumption was 2.2 MGD. The TRFP supplied a total of 11,881 MG, an average of 32.6 MGD. This calculates to a water loss of 21.1%. Of this percentage, 4.6% is apparent loss, and real water loss is 16.5%. The water loss in 2020 was less than the water loss in 2019.

PROJECT NEED AND DESCRIPTION

Several neighborhoods in the City have been identified for lead service line replacements (LSLR). The selected areas have been identified as priority area for LSLR based on various factors including poverty levels, income levels, and lead sampling results from the areas. The City is proposing to replace most of these service connections using horizontal directional drilling method.

Significant users do not provide an impact to the City of Fort Wayne as a result of its large size. Exhibit 2-6 provides a list of the significant users. Exhibit 2-7 to this chapter contains the 2021 Water Quality Report from the Three Rivers Filtration Plant. The Water Quality Report provides a summary of the treatment plant performance and costs for the previous year, including the results of lab testing of the raw and finished water.

CHAPTER EXHIBITS

Figure 2-1 Existing Water Distribution System Map

Exhibit 2-2 Equipment Summary
Exhibit 2-3 Plant Flow Schematic
Exhibit 2-4 High Service Pumping Graph
Exhibit 2-5 Distribution System Facilities
Exhibit 2-6 List of Significant Users
Exhibit 2-7 2021Water Quality Report

CITY OF FORT WAYNE
WATER UTILITY DISTRIBUTION

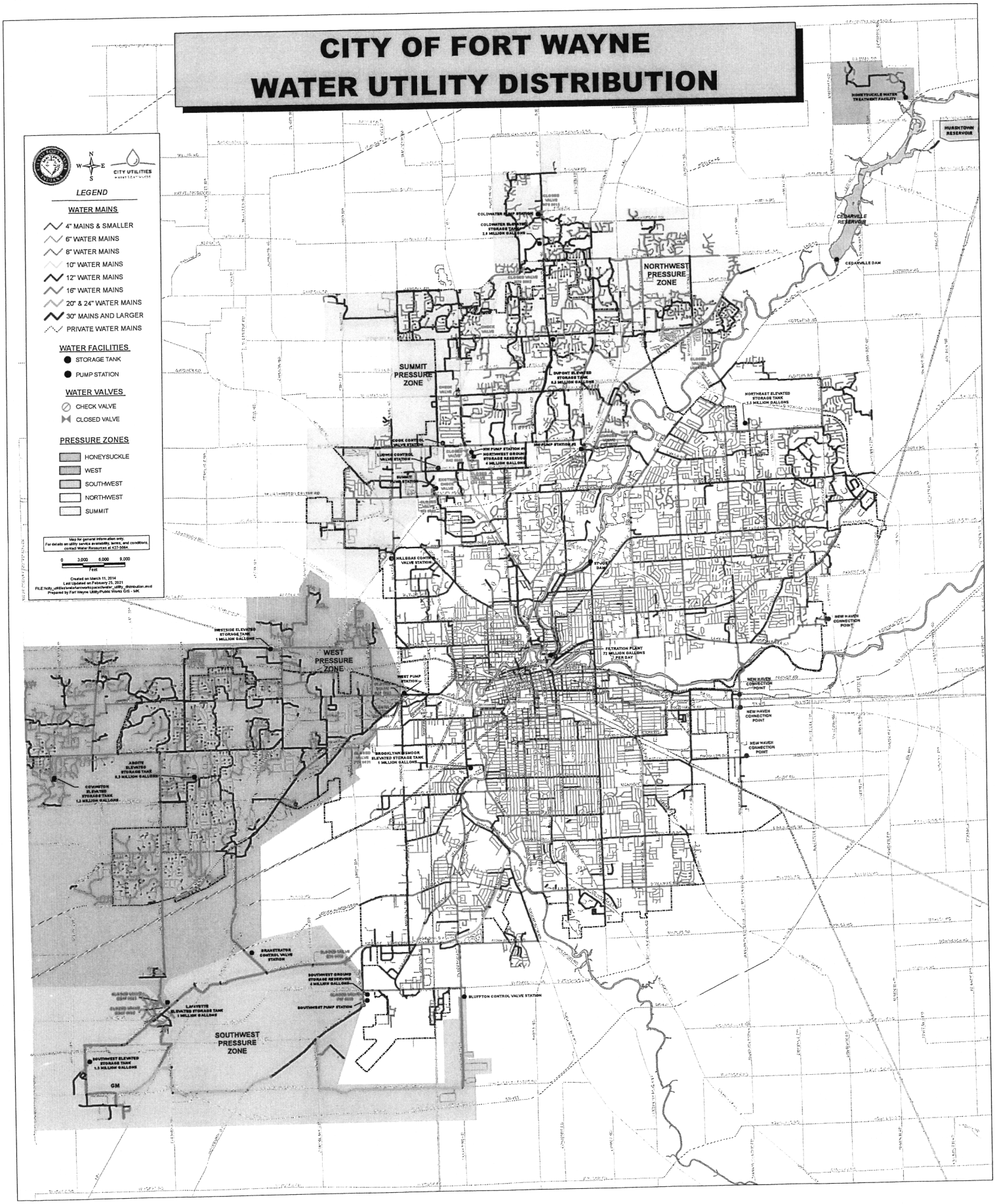


EXHIBIT 2-2

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Primary Flocculation			
Number of Trains	2	3	2
Number of Stages	3	3	3
Top Elevation of Tanks	771.5	772.5	772.5
Bottom Elevation of Tank	742.0	755.0	752.75
W.S. Elevation at 24 mgd Plant Rate	768.27	769.05	770.2
Volume, gal.			
Stage 1	67,900	42,000	115,800
Stage 2	91,100	78,800	115,800
Stage 3	152,700	99,400	115,800
Theoretical Detention Time at 24 mgd Plant Rate, min.			
Stage 1	8.2	7.6	13.9
Stage 2	10.9	14.2	13.9
Stage 3	18.3	17.9	13.9
Total	37.4	39.7	41.7
Primary Settling			
Number of Trains	2	3	2
Tank Area, sq. ft.	6,800	3,700	7,100
Top Elevation of Tank	771.5	772.0	772.0
Bottom Elevation of Tank (avg.)	754.83	754.5	752.83
W.S. Elevation at 24 mgd Plant Rate	768.23/767.21[1]	769.1	770.03
Depth at 24 mgd Plant Rate, ft.	13.4/12.38[1]	14.5	17.2
Tank Volume, gal.	707,200/653,400[1]	401,300	907,800
Surface Loading Rate			
a) gpm/sq. ft.	2.46/1:23[2]	1.5	1.18
b) cm/min.	10.1/5.1[2]	6.1	4.8
Theoretical Detention Time, min.	42/39.2[1]	72.2	109
Flow-Through Velocity, fpm	1.98	1.02	0.77
Weir Loading, gpd/ft.	—	12,000	12,600
Recarbonation Following Primary Settling			
Number of Trains	2	2	2
Tank Area, sq. ft.	1,422	438	1,001
Top Elevation of Tank	771.5	772.0	772.0
Bottom Elevation of Tank	754.3	760.5	752.83
W.S. Elevation at 24 mgd Plant Rate	768.13	768.78	768.88
Depth at 24 mgd Plant Rate, ft.	13.83	8.28	16.05
Tank Volume, gal.	147,103	32,388	120,204
Theoretical Detention Time, min.	8.8	2.9/5.8[3]	14.4
Secondary Flocculation			
Number of Trains	—	3	2
Number of Stages	—	3	3
Top Elevation of Tank	—	770.5	772
Bottom Elevation of Tank	—	753.5	751.3
W.S. Elevation at 24 mgd Plant Rate	—	767.49	768.7
Depth at 24 mgd Plant Rate, ft.	—	13.99	17.4
Volume, gal.			
Stage 1	—	41,900	115,800
Stage 2	—	78,500	115,800
Stage 3	—	99,000	115,800
Theoretical Detention Time at 24 mgd Plant Rate, min.			
Stage 1	—	7.5	13.9
Stage 2	—	14.1	13.9
Stage 3	—	17.8	13.9
Total	—	39.4	41.7

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Secondary Settling			
Number of Trains	2	3	2
Tank Area, sq. ft.	7,056/15,607	3,800	7,056
Top Elevation of Tank	771.5	770.5	770.5
Bottom Elevation of Tank (avg.)	754.06	753.0	751.3
W.S. Elevation at 24 mgd Plant Rate	766.87	767.5	768.53
Depth at 24 mgd Plant Rate, ft.	12.81/11.25[4]	14.5	17.2
Tank Volume, gal.	676,100/656,700[4]	412,100	907,800
Surface Loading Rate			
a) gpm sq. ft.	1.18/1.07[4]	1.46	1.18
b) cm/min.	4.8/4.4[4]	6	4.8
Theoretical Detention Time, min.	81.2/78.8[4]	74.2	109
Flow-Through Velocity, fpm	4.36/4.96[4]	1.02	0.77
Weir Loading, gpd/ft.	—	11,976	12,578
Recarbonation Following Secondary Settling			
Number of Trains	—	1	1
Tank Area, sq. ft.	—	794	675
Top Elevation of Tank	—	770.5	770.5
Bottom Elevation of Tank	—	758.5	751.33
W.S. Elevation at 24 mgd Plant Rate	—	767.22	768.2
Depth at 24 mgd Plant Rate, ft.	—	8.72	16.87
Tank Volume, gal.	—	51,811	85,177
Theoretical Detention Time, min.	—	3.1	5.1
Filtration			
Number of Filters	10	10	8
Filter Box Dimension	25'x28'	25'x28'	25'x28'
Filter Box Area, sq. ft.	700	700	700
Loading Rate @ 24 mgd Plant Rate, gpm/sq. ft.			
a) All filters in service	2.38	2.38	2.97
b) One filter out of service	2.64	2.64	3.4
Top Elevation of Filter Box	769.0	769.0	769.0
Top Elevation of Filter Media	759.0	758.83	758.83
Top Elevation of Support Gravel	756.5	756.33	755.33
Top Elevation of Underdrain		755.33	755.33
Bottom Elevation of Washwater Troughs		759.25	759.25
Depth of Media, inches (as shown on dwgs.)			
a) Filter sand	30	30	30
Depth of Support Gravel, inches	12	12	12
W.S. Elevation at 24 mgd Plant Rate	766.28	766.92	766.43
Depth of Submergence Over Media, ft.	7.28	8.09	7.6
Total Filter Volume for Detention Time Calculation, gal.	58,590	51,522	48,957
Theoretical Detention Time at Peak Loading w/One Filter Out of Service, min.	25	27.9	20.6
Effective Detention Time, min (0.9 baffling factor)	23.4	25.1	18.5
Clearwall Beneath Filters			
Clearwall Dimensions, ft.	27.17'x144'	27.17' x144'	27.17' x115'
Number	2	2	2
Bottom Slab Top Elevation	741.0	741.09	741.0
Bottom Elevation of Top Slab	753.58	753.58	753.58
Depth, ft.			
a) Full clearwell	12.58	12.58	12.58
b) One foot below top slab	11.58	11.58	11.58

Three Rivers Filtration Plant Design Criteria Summary

Item	Plant 1	Plant 2	Plant 3
Volume, gal.			
a) Full clearwell	368,200	368,200	294,000
b) One foot below top slab	338,900	338,900	270,600
Theoretical Detention Time, min.	39.8[5]	39.8[5]	30.9[6]
Efective Detention Time, min (0.2 baffling factor)	8.0	8.0	6.2

[1]East/West Clarification Tanks

[2]Surface loading rate of single tank/when two tanks operated in series.

[3]One recarbonation basin serves two of the trains and the other serves on train.

[4]Upper/Lower Secondary Settling Tanks

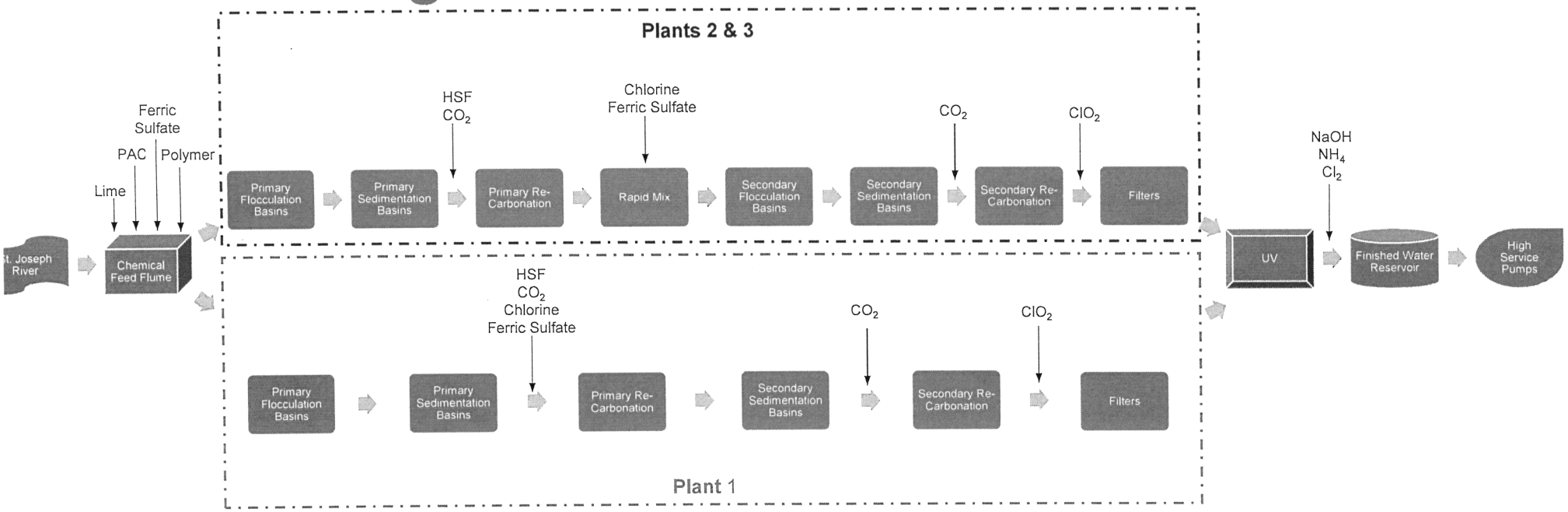
[5]Peak hourly rate of 554,500 gph (5 filters at 2.64 pgm/sq. ft. loading rate)

[6]Peak hourly rate of 571,200 gph (4 filters at 3.4 pgm/sq. ft. loading rate)

EXHIBIT 2-3

ARCADIS Design & Consultancy for natural and built assets

Three Rivers Filtration Plant (TRFP) Process Diagram



CITY UTILITIES
WATER THAT WORKS

EXHIBIT 2-4

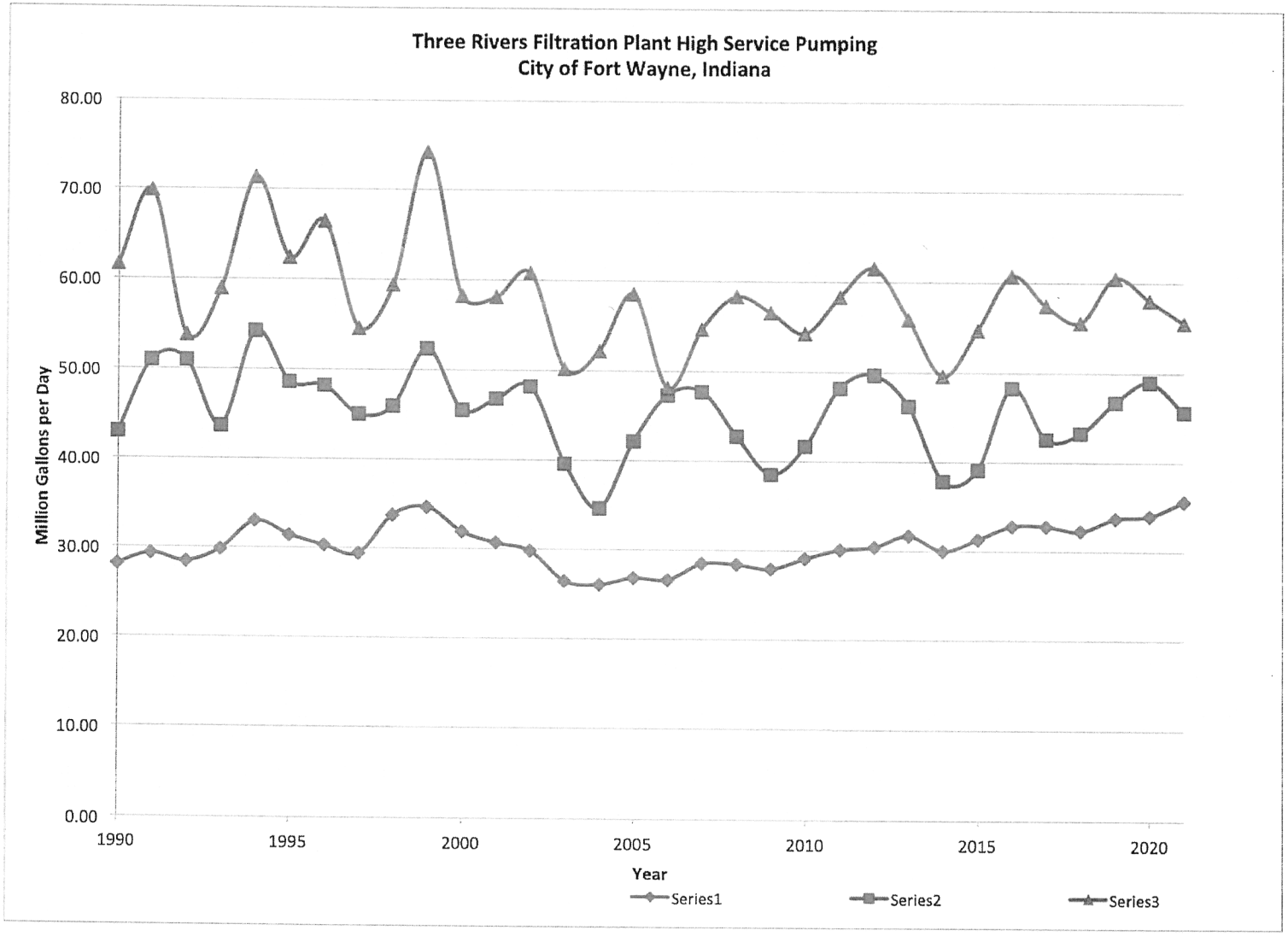

Three Rivers Filtration Plant High Service Pumping
City of Fort Wayne, Indiana
Million Gallons per Day
80.00
70.00
60.00
50.00
40.00
30.00
20.00
10.00
0.00
1990
1995
2000
2005
2010
2015
2020
Year
Series1
Series2
Series3

EXHIBIT 2-5
WATER DISTRIBUTION SYSTEM

Data Gathered	Water Service Area (sq miles)	Water Mains (miles)	Asbestos Cement (miles)	Cast Iron (miles)	Copper (miles)	Ductile Iron (miles)	High Density Polyethylene (miles)	Prestressed Concrete (miles)	Plastic (miles)	Polyvinyl Chloride (PVC) (miles)	Steel (miles)	Unknown Material (miles)	Hydrants in City Limits	Hydrants Outside City Limits	Valves
1/3/19	150.56	1,408.37	46.88	519.46	0.83	424.33	87.43	12.66	1.52	311.76	2.69	0.81	9,066	2,401	15,142
11/30/18	150.47	1,407.70	46.88	519.46	0.83	424.31	87.43	12.66	1.52	311.11	2.69	0.81	9,067	2,390	15,127
10/31/18	150.36	1,406.25	46.88	519.46	0.83	424.46	87.43	12.66	1.52	309.5	2.69	0.81	9,067	2,373	15,106
9/28/18	150.27	1,404.89	47.16	519.19	0.83	424.27	87.5	12.66	1.61	306.59	2.69	2.39	9,067	2,367	15,099
8/30/18	150.26	1,404.75	47.16	519.19	0.83	424.28	87.5	12.66	1.61	306.44	2.69	2.39	9,068	2,365	15,100
8/1/18	150.27	1,402.67	47.16	520.85	0.83	423.93	85.24	12.66	1.61	305.32	2.69	2.39	9,042	2,365	15,066
7/2/18	150.37	1,402.95	47.16	525.6	0.83	423.93	80.12	12.66	1.61	305.3	2.69	3.04	9,037	2,365	15,061
6/1/18	150.37	1,402.92	47.16	525.6	0.83	423.92	80.12	12.66	1.61	305.29	2.69	3.03	9,037	2,365	15,062
5/1/18	150.37	1,402.92	47.16	525.6	0.83	423.92	80.12	12.66	1.61	305.29	2.69	3.03	9,037	2,365	15,062
4/2/18	150.37	1,402.80	47.17	525.75	0.83	423.92	80.12	12.66	1.61	305.02	2.69	3.03	9,037	2,362	15,056
3/1/18	150.15	1,400.94	47.17	525.57	0.83	424.03	80	12.66	1.61	304.04	2.69	9.3	9,037	2,352	15,037
2/1/18	150.14	1,401.10	47.29	525.57	0.83	424.03	80	12.66	1.61	304.08	2.69	9.3	9,037	2,349	15,034
1/4/18	149.66	1,396.47	47.26	525.57	0.83	423.44	79.22	12.77	1.61	300.73	2.69	9.3	9,017	2,317	14,987
12/1/17	149.66	1,396.36	47.26	525.57	0.83	423.44	79.22	12.77	1.61	300.63	2.69	9.3	9,017	2,315	14,987
11/2/17	149.55	1,395.66	47.26	525.67	0.83	423.44	75.11	12.77	1.61	299.93	2.69	13.4	9,017	2,307	14,975
10/1/17	149.55	1,395.66	47.26	525.67	0.83	423.44	75.1	12.77	1.61	299.94	2.69	13.4	9,016	2,304	14,975
9/1/17	149.54	1,394.52	47.26	525.82	0.83	423.44	74.29	12.77	1.61	299.44	2.69	13.31	9,007	2,301	14,969
8/1/17	149.38	1,393.59	47.26	525.87	0.83	423.39	74.29	12.77	1.61	298.52	2.69	13.31	9,008	2,291	14,960
7/1/17	149.35	1,393.34	47.26	526.06	0.83	423.43	74.19	12.77	1.61	298.2	2.69	13.27	9,011	2,288	14,951
6/1/17	149.1	1,393.24	47.26	526.77	0.83	423.34	73.57	12.77	1.61	298.09	2.69	13.27	9,011	2,288	14,955
5/1/17	149.1	1,393.11	47.26	526.87	0.83	423.36	73.43	12.77	1.61	297.95	2.69	13.29	9,009	2,288	14,953
4/3/17	149.1	1,392.43	47.26	527.09	0.83	423.38	73.96	12.77	1.61	296.52	2.69	13.29	9,009	2,282	14,939
2/28/17	149.1	1,392.55	47.26	527.12	0.83	423.41	73.99	12.77	1.61	296.57	2.69	13.32	9,010	2,281	14,936
1/31/17	149.1	1,392.20	47.26	527.12	0.83	423.4	74	12.8	1.61	296.22	2.69	13.32	9,010	2,271	14,927

Treated Water Storage

ELEVATED TANKS

Tank Name	Year Installed	Capacity (MG)	Tank Dia. (ft)	Pressure Zone	Connection Pipe Size (in)	Tank Headrange (ft)
Brooklyn / Kinsmoor	1952	1.00	77.0	Main	16	30.0
Northeast	1999	1.50	86.0	Main	16	40.0
GM Tank	1985	1.50	86.0	SW	16	42.5
West side	1988	1.00	74.0	W	16	40.0
Coldwater (AquaN)	2000	2.00	94.0	NW	16	45.0
Dupont (AquaN)	1979	0.50	50.0	NW	12	33.7
Aboite (ASW)	1973	0.50	56.0	W	16	30.0
Covington (ASW)	1990	1.50	96.0	W	16	35.0
Lafayette (ASW)	2005	1.00	74.0	W	16	35.0

Total Elevated Storage **10.50**

GROUND STORAGE TANK

Tank Name	Year Installed	Capacity (MG)	Tank Dia. (ft)	Pressure Zone (for)	Connection Pipe Size (in)	Depth of Res. (ft)
Northwest Reservoir	1985	4.00	134.0	NW	16/24	38.0
Southwest Reservoir	1985	4.00	134.0	SW	16/30	38.0
Honeysuckle	2007	0.04		HS	8/6	

Total Ground Storage **8.04**

FILTRATION PLANT STORAGE

Tank Name	Year Installed	Capacity (MG)	Reservoir Size (ft)	Connection Pipe Size (in)	Avg. Depth of Res. (ft)
North Reservoir	1931	14.00	*348*310*	1-36", 4-66"x66"	17.8
South Reservoir	1931	6.00	*144*372*	3-48", 2-66"x66"	16.3

Total Plant Storage **20.00**

TOTAL 38.54

NORTHWEST PUMP STATION #1

7200 Lima Road

"Normal Operation" Suction Side Pressure Range -	32 - 42 psi	STATION ELEVATIONS
Minimum Suction Pressure (PSV Setting)-	28 psi	Floor FF elev = 835
"Normal Operation" Discharge Pressure Range -	64-75 psi	Pump CL elev = 836.9
Max Pressure or Pressure Relief Setting -	80 psi	

Pump Types: Vertical Can

		PUMP CAPACITY				PUMPS CONTROLLED BY:			
	TYPE	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
		GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1 (A1)	VFD	1,200	175	1,200	178			976.6	977.1
Pump 2 (A2)	VFD	1,200	175	1,200	175			971.1	974.1
Pump 3 (A3)	VFD	1,200	175	1,200	175			967.1	970.1
Pump 4 (B1)	CS	2,500	155	2,500	160			971.8	976.4
Pump 5 (B2)	CS	2,500	155	2,500	165			963.1	965.1

Total Capacity (If not possible to run all pumps at once) GPM 6000

Pump Sequencing (order pumps come on and off for all operation situations):

A1	1200 gpm	NW1
C1	700 gpm	NW2
B1	2500 gpm	NW1
A2	1200 gpm	NW1
C2	700 gpm	NW2
A3	1200 gpm	NW1
C3	700 gpm	NW2
B2	2500 gpm	NW1

Misc / Notes (anything that would affect pump or station performance):

6000 gpm is meter upper limit - flow rate is higher when running all pumps
If lose telemetry, plc enters pressure control mode to maintain 63 psi
Pumps are rotated in each group for exercising reasons
Works with NWPS2 as demonstrated in the sequence above
NWPS2 is a telemetry hub; backup links are available

Alarms sent back to Filtration Plant from NWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Created By: MW Revised: 8/16/16 Printed: 9/23/2016

NORTHWEST PUMP STATION #2

7020 Red Haw Drive

"Normal Operation" Suction Side Pressure Range -	40-55 psi	STATION ELEVATIONS
Minimum Suction Pressure (Pump Cut Out Setting)-	30 psi	Floor FF elev = 807.84
"Normal Operation" Discharge Pressure Range -	70-92 psi	Pump CL elev = 809.5
Max Pressure or Pressure Relief Setting -	97 psi	

Pump Types: Horizontal Split Case

		PUMP CAPACITY				PUMPS CONTROLLED BY:			
	TYPE	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
		GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 6	CS	700	120					971.9	976.5
Pump 7	CS	700	120					969.1	972.1
Pump 8	CS	700	120					966.1	968.1

Total Capacity (If not possible to run all pumps at once) GPM 2200

Pump Sequencing (order pumps come on and off for all operation situations):

A1	1200 gpm	NW1
C1	700 gpm	NW2
B1	2500 gpm	NW1
A2	1200 gpm	NW1
C2	700 gpm	NW2
A3	1200 gpm	NW1
C3	700 gpm	NW2
B2	2500 gpm	NW1

Misc / Notes (anything that would affect pump or station performance):

Pumps are rotated in each group for exercising reasons
Works with NWPS1 as demonstrated in the sequence above
NWPS2 is a telemetry hub; backup links are available

Alarms sent back to Filtration Plant from NWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Created By: MW AS Revised: 8/16/16 Printed: 9/23/2016

WEST PUMP STATION

"Normal Operation" Suction Side Pressure Range -	45 - 65 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	35 psi	Floor FF elev = 787.5
"Normal Operation" Discharge Pressure Range -	75 - 92 psi	Pump CL elev = 789.5
Max Pressure or Pressure Relief Setting -	93 psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	1700	100	2300	60			965	969.5
Pump 2	1700	100	2300	60			964	969
Pump 3	1700	100	2300	60			962	967
Pump 4	1700	100	2300	60			961	966.5

Total Capacity (If not possible to run all pumps at once)		GPM	4500

Pump Sequencing (order pumps come on and off for all operation situations):

Lafayette and Branstrator also contribute to the flows into WPZ
seqeuence of pumps works in conjunction with BPCS and LTPS
pumps rotate every time called to run
pumps look at covington tank as primary and west side tank as secondary
when lose all telemetry, jump into pressure control mode to maintain 80 psi
Generator automatically comes on during power fail

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from WEST TANK:

Overflow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/25/2016 Printed: 9/23/2016

Lafayette Tank Pump Station

"Normal Operation" Suction Side Pressure Range -	66-73 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	66 psi	Floor FF elev = 823
"Normal Operation" Discharge Pressure Range -	72-94 psi	Pump CL elev = 826
Max Pressure or Pressure Relief Setting -	psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	800	81					x	x
Pump 2	1600	82					x	x
valve flow							x	x

Total Capacity (If not possible to run all pumps at once)		GPM	2300

Pump Sequencing (order pumps come on and off for all operation situations):

seqeuence of pumps works in conjunction with BPCS and WSPS
pumps rotate every time called to run
pumps look at covington tank as primary and west side tank as secondary
SWPZ boost - pumps and valves pump water back to SWPZ from the 1MG elevated tank

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:
Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from Lafayette tank PS:
Overflow, pump fail, flood, high and low tank level
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

Branstrator Pressure Control Station

"Normal Operation" Suction Side Pressure Range -	88-98 psi	STATION ELEVATIONS
Minimum Suction Pressure needed for Station-	88 psi	Floor FF elev = 763
"Normal Operation" Discharge Pressure Range -	83 - 98 psi	
Max Pressure or Pressure Relief Setting -	100 psi	

Pump Types: Horizontal Split Case

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
valve flow	1200	0					x	x

Total Capacity (If not possible to run all pumps at once)		GPM	1400

Pump Sequencing (order pumps come on and off for all operation situations):

Valve looks at covington tank as primary and west side tank as secondary
SWPZ boost - valve closes
Pressure control mode - valve modulates to maintain preset suction side pressure.

Misc / Notes (anything that would affect pump or station performance):

Alarms sent back to Filtration Plant from WPS:
Discharge Pressure Low/High
Suction Pressure Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure

Alarms sent back to Filtration Plant from BPCS:
High and low pressure, high and low flow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

SOUTHWEST PUMP STATION

"Normal Operation" Suction Side Pressure Range -	51 - 65 psi	STATION ELEVATIONS
Minimum Suction Pressure (PSV Setting)-	51 psi	Floor FF elev = 786
"Normal Operation" Discharge Pressure Range -	86 - 110 psi	Pump CL elev = 787.8
Max Pressure or Pressure Relief Setting -	110 psi	

Pump Types: Vertical Can

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK ELEVATION	
	GPM	TDH	GPM	TDH	ON	OFF	ON	OFF
Pump 1	2,000	220	2100	200			see below	see below
Pump 2	2,000	220	2100	200			see below	see below
Pump 3	2,500	210	2600	200			see below	see below
Pump 4	2500	210	3000	200			see below	see below
Pump 5	2500	210	3000	200			see below	see below

Total Capacity (If not possible to run all pumps at once)		GPM(SW) 7300

Pump Sequencing (order pumps come on and off for all operation situations):

		tank elevation		
		on	off	
SWPS	lead	994.2	999.0	All available pumps rotate every start
SWPS	lag1	992.0	998.0	
SWPS	lag2	989.0	995.0	
LTPS	lead	986.0	995.0	
LTPS	lag	985.0	994.0	
SWPS	lag3	985.0	990.0	
SWPS	lag4	981.0	989.0	

Misc / Notes (anything that would affect pump or station performance):

When looses telemetry, pressure control mode is activated

Alarms sent back to Filtration Plant from SWPS:

Discharge Pressure Low/High
Suction Pressure Low/High
Reservoir Level Low/High
Intrusion, Power Failure, Low Temperature, Building Flooded
Pump Failure, Bypass Valve Open

Alarms sent back to Filtration Plant from GM TANK:

Overflow
Power Failure, Low Temperature, Instrusion

Created By: MW Revised: 8/16/2016 Printed: 9/23/2016

Filtration Plant

"Normal Operation" Suction Side Pressure Range -	reservoir level 752	ELEVATIONS
Minimum Suction Pressure needed for Station-	West PS - elev 746 in rsvr	Floor FF elev =
"Normal Operation" Discharge Pressure Range -	82 - 87 psi	Pump CL elev =
Max Pressure or Pressure Relief Setting -	90 psi - PRV	HSD CL pipe =738

Pump Types: Vertical - all

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK LEVEL	
	MGD	TDH	MGD	TDH	ON	OFF	ON	OFF
West Pump Room								
Pump 9	15	200			PLC controlled			
Pump 10	15	200						
Pump 11	15	200						
Pump 12	15	200						
North Pump Room								
Pump 14	16	200						
Pump 15	16	200						
Pump 16	16	200						
Pump 17	16	200						
pump 18	16	200						

Total Capacity (If not possible to run all pumps at once)		GPM

Pump Sequencing (order pumps come on and off for all operation situations):

Pumps 9, 15, 16, and 18 are VFD pumps used to maintain HSD press.
sequence is a single vfd pump, 2 vfd pumps, then additional constants speed pumps

Misc / Notes (anything that would affect pump or station performance):

HSD pressure is measured from elev 738, which is CL of basement discharge loop.

Created By: MW Revised: 7/2/1905 Printed: 9/23/2016

St Joe Dam - Low Service Pumps

"Normal Operation" Suction Side Pressure Range -	Suction Lift psi
Minimum Suction Pressure needed for Station-	Elev of 750 at intake psi
"Normal Operation" Discharge Pressure Range -	5 - 30 psi
Max Pressure or Pressure Relief Setting -	N/A psi

Pump Types:

	PUMP CAPACITY				PUMPS CONTROLLED BY:			
	RATED		ACTUAL		DISCHARGE PSI		TANK LEVEL	
	MGD	TDH	MGD	TDH	ON	OFF	ON	OFF
Pump 1	37.30	41.7						
Pump 2	66.50	83.5						
Pump 3	37.30	41.7						
Pump 4 low	57.00	68.0						
Pump 4 high	68.50	87.6						

Total Capacity (If not possible to run all pumps at once)		GPM

Pump Sequencing (order pumps come on and off for all operation situations):

Sequences vary to meet Plants needs - throttling done with cone valves as needed

Pump 1	---	Plant needs 14 - 37 MGD
Pump 2	---	Plant needs 46 -70 MGD...or use Pump 4
Pump 3	---	Plant needs 14-37 MGD, or run in parallel with Pump 1 provides 30 - 47 MGD
Pump 4 low	---	Plant needs 40 - 60 MGD
Pump 4 high	---	Plant needs 60 - 70 MGD

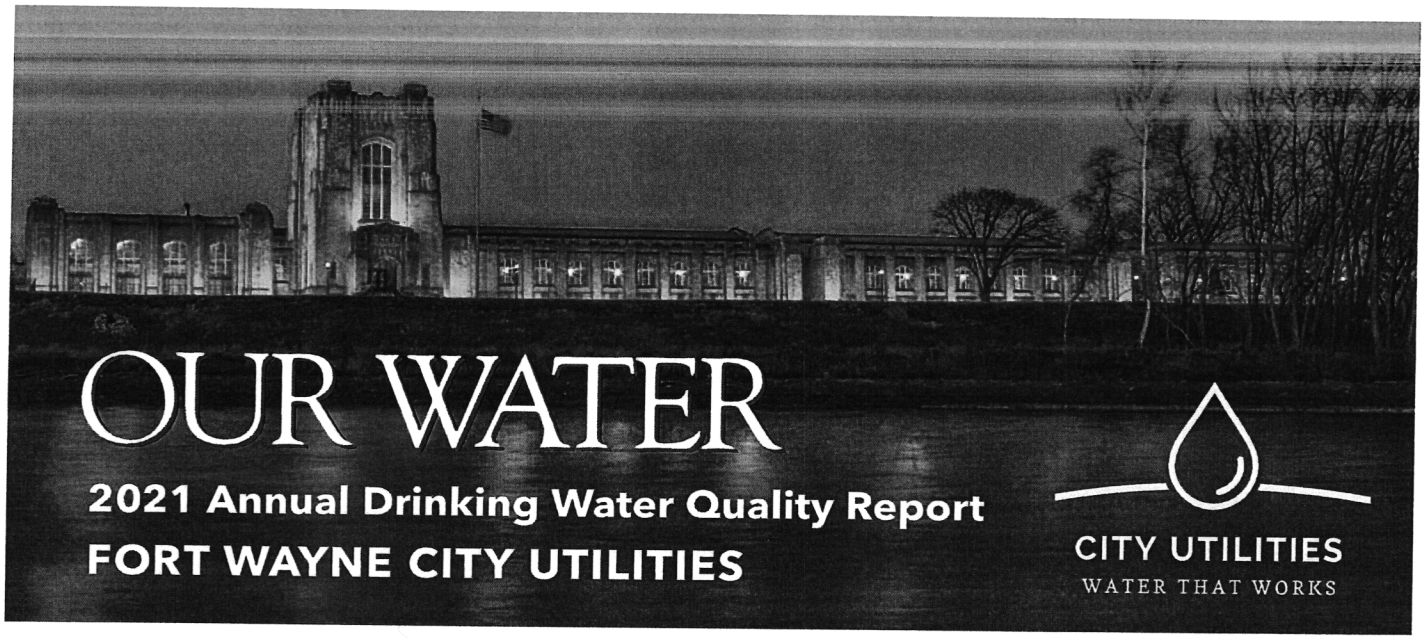
Misc / Notes (anything that would affect pump or station performance):

Three Intake Structures - all in use at one time (Minimum Intake Elev. is 750)
Three Traveling Screens - all in use at one time
Floor Elevation of Pump Room is 755
Pumps 1 & 3 were installed in 2008 and have VFD drives
Pumps 2 & 4 have cone valves for throttling
Pump 4 has a two speed motor

Created By: MW Revised: 7/2/1905 Printed: 9/23/2016

EXHIBIT 2-6
CITY OF FORT WAYNE
WATER UTILITY
SIGNIFICANT USERS

New Haven Municipality
General Motors Llc
Canterbury Green Apartments
Nestle Dreyers Ice
Parkview Hospital
Fort Wayne Community Schools
Mikes Car Wash Inc
Indiana Purdue
Allen County Government
City Of Fort Wayne - Parks
Prairie Farms Dairy
Valbruna Slater Stainless
Cintas Corporation
Saratoga Potato Chips LLC
Antler Park/National
Southbridge Apartment
FW Anodizing
Maysville RSD
Rbvh Llc
IDC Holdings LLC
Don Halls
Rre Vip Coliseum Park
West Wind Apartments
Three Fountains
Her-Mutt Ltd Partner
Blue Kingfisher, LLC



OUR WATER

2021 Annual Drinking Water Quality Report
FORT WAYNE CITY UTILITIES

CITY UTILITIES
WATER THAT WORKS

Letter from Kumar Menon, Director of City Utilities

Hindsight and perfect vision are both 20/20. Looking back, 2020 was a challenging year for all of us. As we navigated our way through the last several months, words like pandemic, social distancing and personal protective equipment became so much more common. Hand washing emerged as the first line of defense against the virus. Along with essential workers, the vital importance of water to our collective fight was reinforced again and again.

All of us made daily adjustments in our personal lives. This was also the case at City Utilities. I can tell you that I have never been prouder of the level of dedication of our essential workers — the women and men of City Utilities — that was demonstrated throughout this difficult period.

Thank you for the notes and social media posts that many of you sent to our City Utilities' team. Your encouragement meant a great deal to our staff as we focused on our work while juggling the countless demands we all faced at home to keep our lives functioning and our own families safe.



Three Rivers Water Filtration staff

No matter if the times are ordinary or extraordinary, our focus was, is and always will be on delivering high-quality water to support public health and safety. As you will see in this report, test results for the 2020 year clearly show our drinking water met or was better than all the water quality standards established by the U.S. Environmental Protection Agency. We run more than 50,000 tests each day through our lab and our automation processes that perform continuous testing every minute of every day.



Once again, in 2020, City Utilities received national and statewide recognition, receiving awards for water treatment, our water distribution system and a geographic app created to aid us and our public safety partners in fire hydrant maintenance.

Recently we were chosen as the fourth best tasting municipal water at the Berkeley International Water Tasting competition. In addition, this year, in renewing the lab certification at our Three Rivers Water Filtration Plant, our chemists received a perfect (20/20) score on certification testing.

Recognition for our efforts is rewarding, but the awards mean nothing unless we remain laser focused on making improvements that support your family, your neighborhood and our community.

I can promise you we will continue to produce high-quality, safe water and invest in infrastructure improvements to support the entire system.

In 2020, City Utilities invested more than $100 million in water, sewer and stormwater improvements. In hindsight, our community's investments in underground infrastructure may have been less than enough in past decades. However, looking back over the last dozen years, our investments in infrastructure have significantly benefited our neighborhoods and local businesses. Looking forward, our vision is to strengthen all our infrastructure to meet future demands of our community.

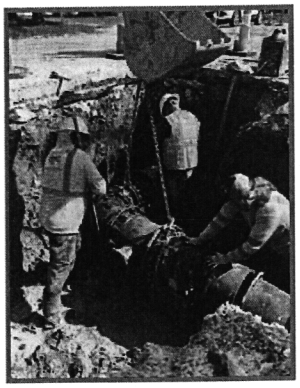
In 2020, we treated and delivered more than 13 billion gallons of water through our 1,428 miles of water main pipes. That's a billion gallons more than in 2019.

Treating and delivering high-quality water to you and your family is a responsibility we take very seriously. Clean water is our core mission.

The dedication, resilience and expertise of every City Utilities' employee are there to see in every drop of water we produce and supply. It is the pledge of excellence we renew every day.

Looking forward, you will clearly see our vision and mission's impact across 2021 as we continue our efforts to sustain our system, enhance our neighborhoods and promote the growth and development of Fort Wayne, Allen County and Northeast Indiana. Thank you for trusting us through 2020. Here's to the future.

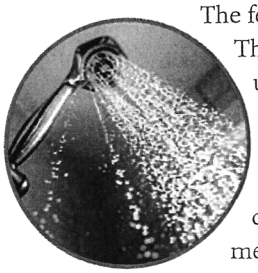
Supporting Neighborhoods



Nationwide, underground infrastructure has been ignored for decades. City Utilities is committed to replacing aging infrastructure. We are two and a half years into an aggressive commitment to replace 70 miles of aging water mains by 2024. In 2020, new water mains were built in the neighborhoods of Southwood Park, Fairmont, Crestwood Colony, Hamilton, and Frances Slocum. These new pipes will support the neighborhood for 75-100 years. In 2021, work will continue throughout the community with main replacements and extensions.

Water Qualities that Matter to You

City Utilities is committed to providing great water and to adjusting the water treatment process as necessary to ensure consistency in water quality. Occasionally, substances are found in drinking water that may cause taste, color and odor. Employees at the Three Rivers Water Filtration Plant work diligently to anticipate these changes in river water quality and adjust the treatment process to remove as much of the taste and odor as possible from the water. This is done by adding powdered activated carbon to the treatment process and adjusting the balance between various types of disinfecting chemicals being used. For more information on taste, odor or color of drinking water please contact City Utilities by calling 311. City Utilities posts an indicator of current taste and odor of our water at drinkingwater.cityoffortwayne.org.



The feel of water is determined by the softness. The plant softens the water sent to customers using powdered calcium hydroxide (lime). The lime causes a chemical reaction that helps to remove calcium and magnesium – the naturally occurring minerals that cause hardness in water. Water hardness is measured in milligrams of calcium and magnesium per liter. Very soft water may be from 0-75 mg/L of hardness. Hard water has between 150 and 300 mg/L of hardness. Fort Wayne's water had an average hardness of 116 mg/L in 2020 and is considered moderately soft.

With moderately softer water, soaps and detergents create more suds, so you use less. Softer water has been found to extend the life of water-using appliances such as ice makers and dishwashers by as much as 30%.

The Board of Public Works reviews and approves contracts for utility construction projects that impact how your drinking water is treated. The Board meets every Tuesday at noon at Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana. The meetings are open to the public and are on Public Access TV.

Information about Lead

Lead in City Utilities drinking water primarily comes from materials and components used in water service lines and interior plumbing; therefore, lead levels in a customer's water vary depending on the kinds of pipes and plumbing fixtures present in homes and businesses. City Utilities does not control the variety of materials used in plumbing components inside homes and businesses. However, we are taking steps to reduce lead levels in private plumbing through service line replacements and a new treatment process.

In 2019, City Utilities began using orthophosphate in our treatment process to reduce levels of lead found primarily in water service lines, the pipe from the curb to the home, and pipes and hardware inside homes and businesses. Orthophosphate forms a protective layer inside lead service lines and plumbing, creating a barrier between the lead pipes and the water flowing through them. This process is proving effective at reducing lead levels.

In testing water samples from around the community we found results for 2020 well within the regulatory limit. Our result was 3.1 ug/L. compared to an allowable EPA level of 15 ug/L.

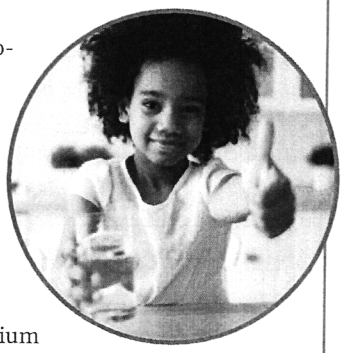
City Utilities is taking additional steps to reduce lead levels by offering customers prequalified contractors and financing to help residents with lead service line replacements at an agreed to, lower price. More than 430 property owners have signed up to date.



Elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Until you can eliminate the lead in your private plumbing, you can minimize your potential for lead exposure by letting the water run before using it. Turn on the cold water and let it run for 30 seconds to two minutes before you use the water for drinking or cooking. If you are concerned about the level of lead in your water, you may wish to have your water tested by a private laboratory. Information on lead in drinking water, testing methods and other steps you can take to minimize exposure to lead is available from the Safe Drinking Water Hotline 1-800-426-4791 or at www.epa.gov/safewater/lead.

Drinking Water and Your Health

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised individuals such as people with cancer who are undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people and infants, can be particularly at risk for infections. These people should seek advice about drinking water from their health care providers.



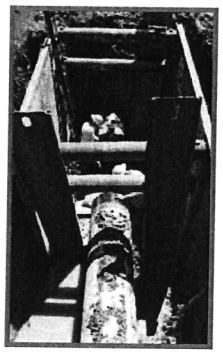
Cryptosporidium is a microbial pathogen that may be found in surface water such as rivers, lakes and streams throughout the United States. Ingestion of Cryptosporidium may cause cryptosporidiosis, an abdominal infection. Symptoms of the infection include nausea, diarrhea and abdominal cramps. Cryptosporidium oocysts must be ingested to cause disease, and the illness may be spread through means other than drinking water. Most healthy individuals can overcome the disease within a few weeks. However, immunocompromised people, infants, small children and the elderly are at greater risk for having cryptosporidiosis advance into a life-threatening illness.

Guidelines from the US EPA and Centers for Disease Control and Prevention on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

In 2020, the highest level of Cryptosporidium found in the river water coming into the water filtration plant before it was treated was 0.645 oocysts per liter of water. Cryptosporidium was NEVER found in the drinking water that City Utilities sent out to its customers, as is required by federal standards. That means that 100% of the time, City Utilities' water treatment process was able to remove or deactivate these "germs."

Improving Water Delivery

The fifth phase of the 24-inch water main is under construction in 2021 between Fernhill Avenue and Washington Center Road. Approximately 7,300 feet of pipe is being installed by directional drilling pushing the pipe under Lima Road and Coliseum Boulevard. The new main will improve reliability and fire protection for the neighborhoods and businesses in the area.



Sources of Drinking Water

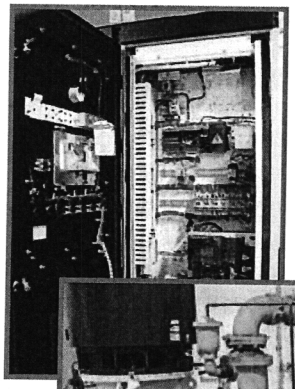
The sources of drinking water (both tap and bottled) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential land uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

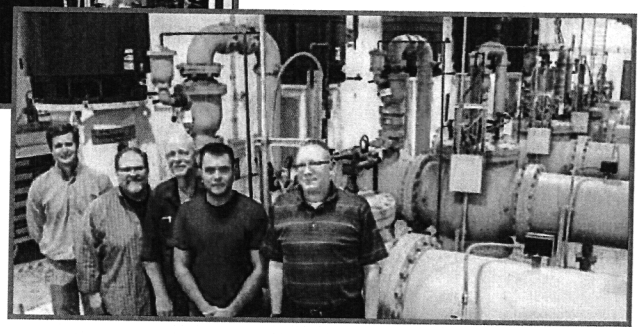
High Service Pump

Engineers and staff at our Three Rivers Water Filtration Plant upgraded a high service pump with a new variable frequency drive in 2020. The new drive will reduce energy consumption, save money and improve the reliability and consistency of our pumping system.



We also replaced the aging underdrains on some of our filter systems. These investments are essential to continue operation at a high level and meet the demands of the future.

◀ **Technology allows operators to adjust water flow from the pump**



▲ **High Service Pump Team:**
L-R Andrew Schipper, Jason Anspach, Dan Troxell, Jon Melton, Stephen Williams

Testing Our Water

To ensure that tap water is safe to drink, the United States Environmental Protection Agency (US EPA) sets regulations that limit the amount of certain contaminants in water that comes from public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. The US EPA also requires that public water systems make an annual report, such as this one, to all of their customers. Bottled water producers don't face the same requirement to share information regularly.

The US EPA and the State of Indiana require City Utilities to regularly test the drinking water we produce and send out to make sure that it remains safe. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants in drinking water, at a level below the limits set by regulatory agencies, does not indicate that the water poses a health risk.

The table to the right shows substances that are regulated by the US EPA that were detected in Fort Wayne's finished drinking water between January 1 and December 31, 2020. Results of all tests performed in 2020 met or were better than federal and state standards require. City Utilities tests for many other substances, but because they were not detected, they are not reported here. Some tests are required only once per year because the US EPA and State of Indiana have determined that the concentration of these substances does not change frequently. For tests required only once a year, there is no range of results in the table.

City Utilities also tests for many substances that are not regulated. Monitoring unregulated contaminants helps the US EPA determine where certain contaminants occur and whether the agency should consider regulating those in the future.

Check the City Utilities' website at www.cityoffortwayne.org/utilities for more information.

Award Winning City Utilities

We are honored to receive national and state recognition in 2020.

Partnership for Safe Water - 20 Year Director's Award for Water Treatment -The award recognizes high-quality water production and optimization of plant treatment operations. Of the more than 11,400 community-owned surface water utilities in the U.S., City Utilities was one of only 37 to receive the award. Presented by American Water Works Association (AWWA) and EPA.

Partnership for Safe Water - Director's Award for Water Distribution System Operations - presented for a thorough and high level of performance and performance improvement in the water distribution system. Presented by AWWA and EPA.

Excellence in GIS Award. The City Utilities Geographic Information Systems (GIS) team was recognized for "One Dot at a Time. The new App/Dashboard to aid fire hydrant maintenance.

How to Read the Water Quality Table

Maximum Contaminant Level Goal (MCLG):
The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Contaminant Level (MCL):
The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Treatment Technique (TT):
A required process intended to reduce the level of a contaminant in drinking water.

Action Level (AL):
The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Detected Level:
The highest level of a contaminant detected for comparison against the accepted level. The detected level could be the highest single measurement or it may be an average, depending on the peak level of a contaminant.

Range:
The lowest to highest values for all samples tested for each contaminant. If only one sample is tested, no range is listed.

HA: Health Advisory level.

NA: Not applicable.

MNR: Monitoring not required but recommended.

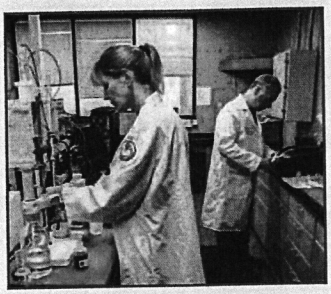
ppm: Parts per million or milligrams per liter (mg/L).

ppb: Parts per billion or micrograms per liter (ug/L).

NTU:
Nephelometric Turbidity Units. A measure of water's cloudiness and an indicator of the effectiveness of the water filtration process.

%: Percent of monthly samples that were positive.

Oocyst:
A fertilized gamete of a parasitic organism's sporozoans that is enclosed in a thick wall.



Chemists - Michele Gerke, Steve Hinkleman

Water Quality Table

Contaminants	Units	MCLG	MCL	Compliance Achieved	Highest Level Detected in Your Water	Range	Typical Sources
Disinfectants & Disinfection By-Products							
Chlorine	ppm	4	4	Yes	1.81	1.39 - 1.81	Additive used in drinking water treatment process to control bacteria
Chlorine Dioxide	ppb	800	800	Yes	190	38 - 190	Additive used in drinking water treatment process to control bacteria
Chlorite	ppm	0.8	1	Yes	0.957	0.387 - 0.957	By-product of drinking water disinfection
Haloacetic Acids (HAA5)	ppb	NA	60	Yes	26 Highest LRAA at site #10	9.2 - 24.7	By-product of drinking water disinfection NOTE: compliance is based on each location's running annual average (LRAA). The location running annual average for the site with the highest individual result of 24.7 was 26
Total Organic Carbon (TOC)	mg/L	NA	TT	Yes	The percentage of TOC was measured each month and the system met the TOC removal requirements	NA	Naturally present in the environment
TTHMs (Total Trihalomethanes)	ppb	NA	80	Yes	37 Highest LRAA at site #1	15.6 - 53.6	By-product of drinking water disinfection NOTE: compliance is based on each location's running annual average (LRAA). The location running annual average for the site with the highest individual result of 53.6 was 37
Inorganic Compounds							
Fluoride	ppm	4	4	Yes	0.8	0.5 - 0.8	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (measured as Nitrogen)	ppm	10	10	Yes	2.83	0.206 - 2.83	Runoff from fertilizer use; leaching from septic systems; sewage discharge; erosion of natural deposits
Nitrite (measured as Nitrogen)	ppm	1	1	Yes	0.043	0 - 0.043	Runoff from fertilizer use; leaching from septic systems; sewage discharge; erosion of natural deposits
Sodium	ppm	0	NONE	NA	30	9.6 - 30	Naturally present in the environment
Barium	ppm	2	2	Yes	0.018	0.0076 - 0.018	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Thallium	ppb	0.5	2	Yes	0.0	0.0 - 0.0	Discharge from electronics, glass,leaching from ore-processing sites, drug factories
Sulfate	ppm	NA	NA	NA	32	Only one test is required per year	Naturally occurring compound
Microbiological Contaminants							
Total Coliform	% of positive samples monthly	0	5	Yes	2.3	0 - 2.3	Naturally present in the environment
Turbidity	% of samples below TT of 0.3 NTU	100	95	Yes	100	100 - 100	Soil runoff
Turbidity	Highest single measurement in NTU	NA	TT	Yes	0.12	NA	Soil runoff
Cryptosporidium	oocysts/100 L	0	TT	Yes	0	NA	Human and animal fecal waste
Source (Raw) water Cryptosporidium	oocysts/ L	NA	NA	NA	NA	<0.089 - 0.645	Human and animal fecal waste
Volatile Organic Compounds							
NA							
Synthetic Organic Compounds Regulated							
Atrazine	ppb	3	3	Yes	0.3	0.0 - 0.30	Runoff of herbicide used on row crops
Simazine	ppb	4	4	Yes	0.11	0.0 - 0.11	Runoff of herbicide used on row crops
2;4-D	ppb	70	70	Yes	0.3	0.0 - 0.30	Runoff of herbicide used on row crops
Unregulated Compounds							
Metolachlor	ppb	NA	NA	NA	0.0	0.0 - 0.0	Runoff of herbicide used on row crops
Dicambia	ppb	NA	NA	NA	0.1	0.0 - 0.1	Runoff of herbicide used on row crops
Total Hardness	ppm	NA	NA	NA	151	86 - 151	Runoff of limestone and dolamite; Ave. = 116
Inorganic Contaminants					90th percentile		
Copper (June - Sept 2020)	ppm	1.3	90% of samples taken below AL = 1.3	Yes	0.076	Samples taken = 50 samples Exceeding AL = 0	Corrosion of household plumbing systems
Lead (June - Sept 2020)	ppb	0	90% of samples taken below AL = 15	Yes	3.1	Samples taken = 50 samples Exceeding AL = 1	Corrosion of household plumbing systems; erosion of natural deposits
Radioactive Contaminants							
Combined Radium 226/228	pCi/L	0	5	Yes	1	1 - 1	Erosion of natural deposits
Gross alpha excluding radon and Uramium	pCi/L	0	15	Yes	0.2	0.2 - 0.2	Erosion of natural deposits

CITY UTILITIES
WATER THAT WORKS

FORT WAYNE CITY UTILITIES
Citizens Square, 200 E. Berry, Suite 270
Fort Wayne, IN 46802

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Important Information Sources:

Three Rivers Water Filtration Plant
Jason Anspach - Water Quality Manager
260-427-8311 or 260-427-1303
www.cityoffortwayne.org/utilities

Indiana Department of Environmental Management (IDEM)
1-888-233-7745
in.gov/idem/cleanwater/2450.htm

EPA's Safe Drinking Water Hotline
1-800-426-4791
www.epa.gov/drink/

Where Does Fort Wayne's Water Come From?

Water provided to customers of City Utilities comes from the St. Joseph River. Water flows into the river from more than 694,000 acres in northeast Indiana, northwest Ohio and a small part of south central Michigan. The primary land use in the watershed is agricultural.



Fort Wayne draws an average of about 36 million gallons of water each day from the river. This "raw" water is treated, filtered and tested at the Three Rivers Water Filtration Plant before it is distributed to customers.

The Indiana Department of Environmental Management (IDEM) has conducted a Source Water Assessment for City Utilities' water supply. The Source Water Assessment has identified potential sources of contamination. The report also analyzes the hydrological conditions that may affect the susceptibility of the water supply to potential contaminants. More information concerning this Source Water Assessment may be obtained by contacting the Water Quality Manager of the Three Rivers Filtration Plant, Jason Anspach, 260-427-1303.

AVISO IMPORTANTE

Este reporte contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda. En español: 311.

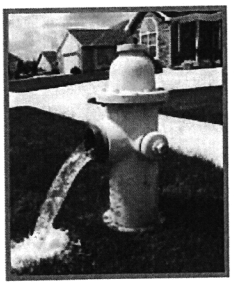
Protecting Our Water Source

Fort Wayne City Utilities works with partners upstream to protect the quality of water in the St. Joseph River before it gets to Fort Wayne. The St. Joseph River Watershed Initiative is a non-profit watershed planning and protection organization that involves many watershed stakeholders in testing river water quality, developing management plans, implementing best management practices to reduce pollution going into the river and educating property owners.

Do you want to help protect Fort Wayne's drinking water at its source? Check out the St. Joe Initiative's website at www.sjrwi.org for information on ways you can volunteer.

Fire Protection

Some of the investments we make in the water system are specifically intended to increase water capacity and reliability for firefighting. These investments coupled with the professionalism of the Fort Wayne Fire Department, make Fort Wayne's ISO fire protection rating a Class 2. A community's ISO rating helps determine what property owners pay for insurance. As a result of the improved rating, Fort Wayne residents have the potential to see lower property insurance costs.



Hydrant flushing is part of City Utilities' maintaining 11,739 hydrants in the system.

City Utilities' Mission

To support public safety and public health and enhance regional economic development by delivering high quality, affordable water, wastewater and stormwater services in ways that protect the environment.

CHAPTER 3
FUTURE SITUATION

POPULATION AND FLOWS

Table 3-1 identifies the historical populations for the City of Fort Wayne and Allen County and projects populations through the year 2040 by using the current information. The data from 1970 to 2010 in Table 3-1 has been obtained from the United States Census Bureau. The projections for Allen County were obtained from STATS Indiana. The projections for Fort Wayne were calculated using linear regression.

TABLE 3-1
POPULATION PROJECTIONS

Year	Fort Wayne	% Increase	Allen County	% Increase	City as % of County
1970	143,260		280,455		51%
1980	272,747	90%	382,961	37%	71%
1990	173,072	-37%	300,836	-21%	58%
2000	205,727	19%	331,849	10%	62%
2010	253,691	23%	355,329	7%	71%
2020	263,886	4%	385,410	8%	68%
2030 (proj.)	271,236	3%	402,948	5%	67%
2035 (proj.)	284,858	5%	411,566	2%	69%
2040 (proj.)	291,192	2%	419,283	2%	69%
2045 (proj.)	299,281	3%	426,351	.02%	70%

The population in the City of Fort Wayne has experienced an increase in population over the years, and that trend is projected to continue with a total projected population of 299,281 by the year 2045. The population is projected to increase approximately 13% over the next 20 years. Because the City currently provides water service to many areas outside of the corporate limits, it is anticipated that the water service area will grow at the same rate as the population. The City currently provides water service to approximately 265,000 people. Increasing this service population by 13% results in a projected service population of approximately 300,000 people in 2014. Because of unforeseen events that may occur in the future, it is impossible to arrive at the exact population that Fort Wayne may serve in 2040; however, a projected design population of 300,000 appears reasonable for estimating future water needs of the City.

Table 3-2 identifies the future projected water needs for the service area in the year 2045. The projections are based on historical water pumping records and estimated growth.

TABLE 3-2
FLOW PROJECTIONS

Domestic (D)	21.2 MGD
Commercial (C)	7.5 MGD
Industrial (I)	3.3 MGD
Total DCI	32.0 MGD
Unmetered Authorized Consumption	4.0 MGD
TOTAL DESIGN FLOW	36.0 MGD
Peak DCI (Peaking Factor = 1.5)	54.0 MGD
Peak Hourly Flow (Peaking Factor = 2)	72 MGD

REGIONALIZATION

The City of Fort Wayne is the regional provider for potable water for the majority of Allen County. There is no other provider in the area that has the capacity to meet the water demands from Fort Wayne. Therefore, regionalization will not be discussed further.

CHAPTER 4
EVALUATION OF ALTERNATIVES

INTRODUCTION

The City of Fort Wayne has been more actively replacing lead service lines since 2019. Between 2019 and end of year 2021, the City has averaged replacing 475 public and 150 private lead service lines per year. Between 2022 and end of year 2023, the City plans to average 500 public side and 250 private side replacements. Because replacement of private lines(which are owned by the property owner and on private property) is not mandatory, the City has tried to incentivize private replacement, especially in low-income areas.

The City has set a goal to replace all of its remaining lead service lines (LSLR) by the end of year 2044. In order to accomplish this goal, at least 700 lines per year will need to be replaced. With this project, the City can be more aggressive with the replacement program and get a head start on its goals. This project will replace approximately 2,100 lead service lines.

To identify the priority areas for LSLR, the City has utilized Census tract data, GIS data, and lead sampling results. City Utilities established a scoring matrix to prioritize the census tracts in its lead service areas that provided for the following:

- 30 points for lowest MHI in area – MHI in Fort Wayne is $49,855
- 10 points for highest % poverty in area
- 10 points for highest % of children in homes
- 35 points for highest % of water samples above 10ppb in area
- 5 points for highest % of homes sampled in area
- 5 points for highest % residential customers in area
- 5 points for highest % of lead services in area

The selected areas have been identified as priority areas for LSLR based on the above criteria. While ethnicity was not considered as a part of the scoring, Census Tract 17 has an 85.9% non-white population, Census Tract 16 is 43.2% non-white, and Census Tract 9 is 11.6% non-white.

The Council on Environmental Quality has established a Climate and Economic Justice Screening Tool to assess census tracts along eight different environmental metrics: climate change, clean energy and energy efficiency, clean transportation, affordable and sustainable housing, remediation and reduction of legacy pollution, critical clean water and waste infrastructure, health burdens, and training and workforce development. Based on this tool, the 3 identified census tracts qualify as disadvantaged areas.

Table 4-1 provides the census tracts, in order of scoring, for the proposed LSLR areas. Table 4-2 provides the locations for the proposed LSLR.

TABLE 4-1
LEAD SERVICE LINE REPLACEMENT CENSUS TRACTS

Census Track Areas	Total Water Service Taps in Area	Est. Lead Services in Area (max)	MHI of Area	Area % Poverty	% of Pop. Age 0-17	Lead Sample Results in Area - % above 10ppb	% Samples of Homes	% Residential	% of Taps in Area Est. to be Lead (max)
Tract 16	939	739	$24,146	34.6%	35.4%	29.4%	16.5%	88.0%	78.7%
Tract 17	520	468	$22,722	40.9%	43.2%	19.8%	1.9%	99.1%	90.0%
Tract 9	1238	880	$34,239	44.8%	20.8%	34.7%	1.8%	98.3%	71.1%

TABLE 4-2
LEAD SERVICE LINE REPLACEMENT LOCATION

	Quad	Civil	Township	Range	Section
Census Tract 16	FW East	Adams	30N	13E	7, 8, 17,18
	FW West	Wayne	30N	12E	12
Census Tract 17	FW East	Adams	30N	13E	7
	FW West	Wayne	30N	12E	12
Census Tract 9	FW West	Wayne	30N	12E	3,4
	FW West	Washington	31N	12E	33, 34

The City has developed a 5-year replacement plan for water mains. Most of the mains in these census tracts are beyond the City's 5-year replacement plan; however, a few of the water mains may be considered for replacement concurrently with the lead service line work. If these mains are replaced, they will be replaced utilizing local funds.

EVALUATION OF FEASIBLE ALTERNATIVES

The following alternatives will be evaluated:

- No Action
- Lead Service Line Replacement

No Action

The "no action" alternative is not a feasible alternative. If no action is taken, the customers will continue to utilize lead service lines.

Lead Service Replacement

With this option, the City will improve the service to the affected customers by increasing the safety of their water.

RATIONALE FOR ALTERNATIVE SELECTION

As previously identified, replacement of lead service lines City will improve the service to the affected customers by increasing the safety of their water.

RECOMMENDED ALTERNATIVE

The recommended alternative is the replacement of lead service lines in the identified areas.

Table 4-3 identifies the project cost estimate for the LSLR. The City utilizes a work allowance for these projects instead of contingencies. Because the City does a significant quantity of water main replacements every year, the potential for change orders is minimized, and a 10% contingency is not necessary.

Design of these projects is done in-house; therefore, no planning and design costs are included in the total cost estimate.

TABLE 4-3
LEAD SERVICE LINE REPLACEMENT
ESTIMATED PROJECT COSTS

Description	QTY	UNIT	Unit Price	Extension
Mobilization and Demobilization	1	LS	$300,000	$300,000
Maintenance and Protection of Traffic	1	LS	$200,000	$200,000
Video Documentation of Conditions	1	LS	$100,000	$100,000
Restoration	1	LS	$300,000	$300,000
LSLR - Public Side	2087	EA	$2,000	$4,174,000
LSLR Private Side	2087	EA	$2,400	$5,008,800
			Subtotal Construction	$10,082,800
Work Allowance				$100,000
			Total Construction	$10,182,800
CM&I				$706,000
Legal Financial				$302,500
			Subtotal Non-Construction	$1,008,500
			Total Project Cost	**$11,191,300**

CHAPTER 5
ENVIRONMENTAL IMPACTS

DIRECT AND INDIRECT IMPACTS

Disturbed And Undisturbed Land

The lead service lines will be replaced by horizontal directional drilling when feasible. Refer to Figure 1-2 for the overall location of the lead service line replacement areas. Figures 5-1a through 5-1c provide aerial views of each of the locations. All work will take place in areas previously disturbed by the installation of the original water service facilities.

Historic And Architectural Resources

A copy of the SHAARD map for each area is provided in Figures 5-3a through 5-3c. Many of the areas contain historic structures. Two of areas are located in or adjacent to historic districts. There will be no impact to the structures and the impact to the surrounding area will be temporary and minimal. Within the yards of lead service line replacements, only a small (2' by 2') hole will need to be excavated so that the new service line can be connected to the water main. The yards will be returned to their original condition as a part of the construction, and any impacts on the yards will be temporary and minimal.

There are no known archeological sites or National Natural Landmarks within the project area. The construction and operation of the proposed project will not impact National Natural Landmarks.

Wetlands

Figures 5-2a through 5-2c provide the wetlands and floodplain mapping for the areas of the proposed lead service line replacements. The lead service line replacement are not located in the wetlands.

Hydrology

Groundwater supplies, sole source aquifers, and drinking water supplies will not be negatively impacted by the proposed projects.

None of the lead service line replacements are located within the 100-year floodplain.

The project will not adversely affect waters of high quality listed in 327 IAC 2-1-2(3), exceptional use streams listed in 312 IAC 2-1-11 (b), Natural, Scenic and Recreational Rivers and Streams listed in 312 IAC 7-2, Salmonid Streams listed in 327 IAC 2-1.5-5(a)(3), or waters on the Outstanding Rivers list (Natural Resources Commission Non-rule Policy Document).

Plants and Animals

There are not any wooded areas, scrub or shrub areas in the locations of the proposed project. The construction and operation of the proposed project will not negatively impact State or Federally listed endangered species or their habitat. Trees and shrubs will not be removed as a part of this construction. The project will be implemented to minimize the impact to non-endangered species and their habitat. Mitigation measures will be implemented as requested by the Indiana Department of Natural Resources and the U.S. Fish and Wildlife Service.

Prime Farmland And Geology

The proposed project does not impact prime farmland, and in accordance with the guidance, NRCS was not notified of the project.

Air Quality

The area is in compliance with ozone and other airborne pollutants. This project will not introduce any additional pollutants into the atmosphere. Malodorous fumes and gases will not be discharged into the air as a result of the construction activities or the operation of the proposed work. The construction and operation of this work will not adversely affect ozone levels and will not increase or decrease airborne pollutants. Short-term negative impacts to air quality will include noise and dust during the construction period. There will be no long-term negative impacts to air quality. The contractor will be required to maintain all equipment in good working order to mitigate noise and air pollution caused by faulty operating equipment. If dust becomes an issue, the contractor will be required to water the construction zones to keep airborne particulate to a minimum.

Open Space and Recreational Opportunities

Open space and recreational opportunities will not be negatively affected by the construction or the operation of the proposed project.

Lake Michigan Coastal Program

The proposed project will not affect the Lake Michigan Coastal Zone.

National Natural Landmarks

The construction and operation of the proposed project will not affect National Natural Landmarks.

Secondary Impacts

The City of Fort Wayne through the authority of its Council planning commission, or other means, will ensure that future development, as well as future collection system or treatment works projects connecting to SRF funded facilities will not adversely affect

wetlands, wooded areas, steep slopes, archaeological/historical/structural resources, or other sensitive environmental resources. The City will require new development and treatment works projects to be constructed within the guidelines of the U.S. Fish and Wildlife Service, IDNR, IDEM, and other environmental authorities.

Mitigation Measures

To mitigate resident complaints, construction will only be allowed from 7:00 am to 5:00 pm Monday through Friday.

CHAPTER EXHIBITS

Figure 5-1a-c	Location Maps
Figures 5-2a-c	Wetlands/Floodplains Maps
Figures 5-3a-c	SHAARD Maps

LSLR - CENSUS TRACT 9

CITY UTILITIES
WATER THAT WORKS



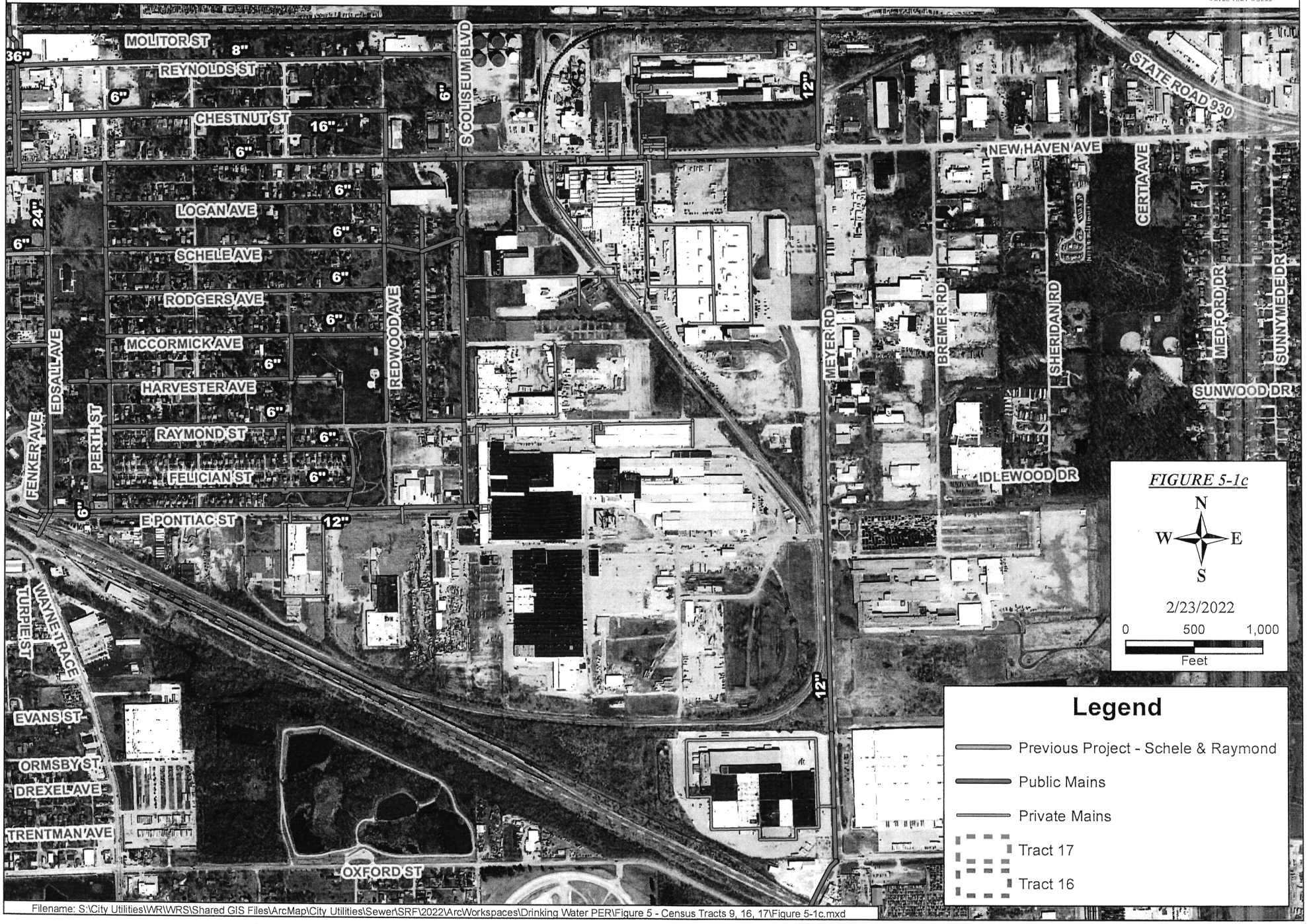
Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-1a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-1b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-1c.mxd

LSLR - CENSUS TRACT 9

CITY UTILITIES
WATER THAT WORKS



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-2a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)

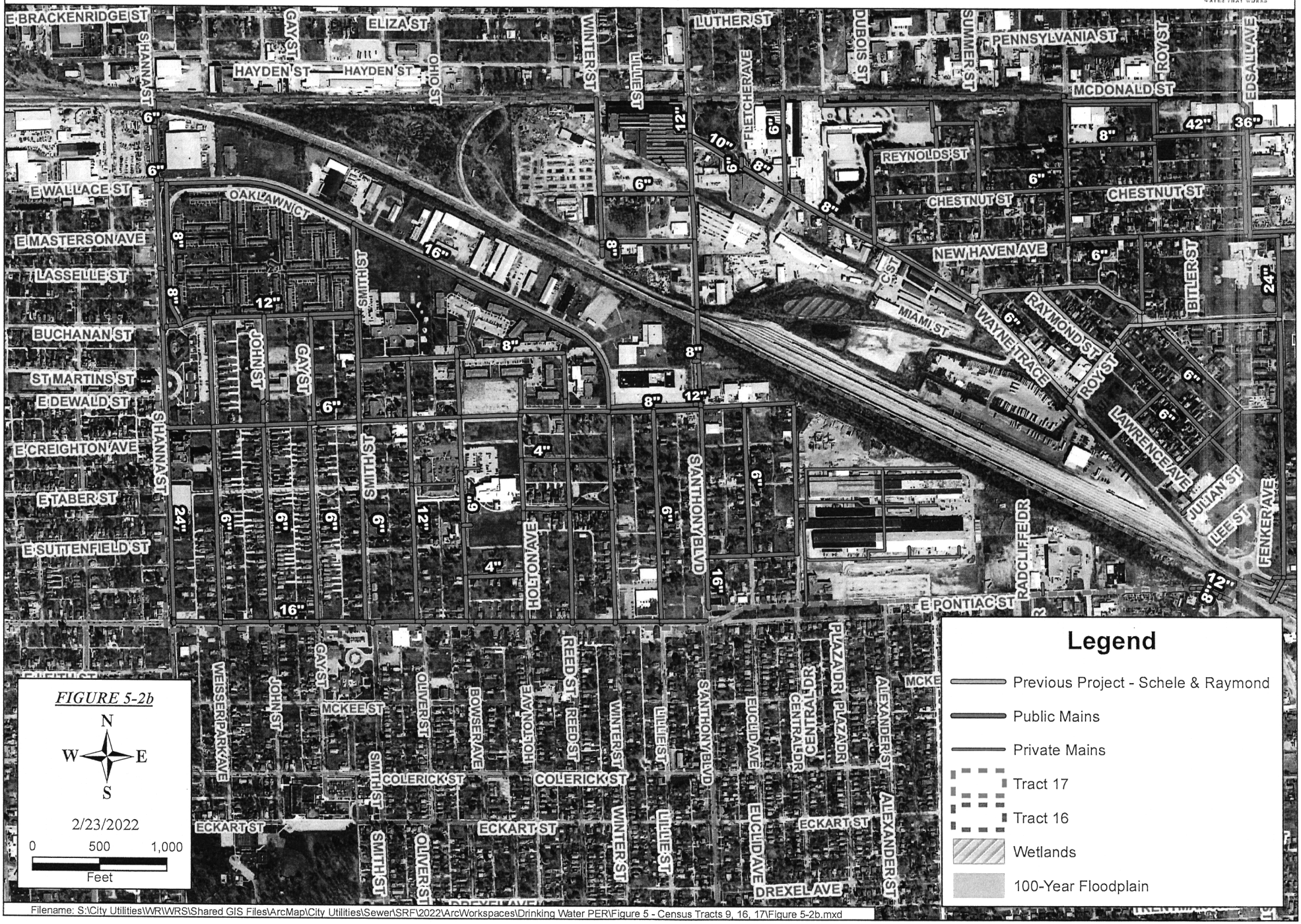


FIGURE 5-2b

N
W E
S

2/23/2022

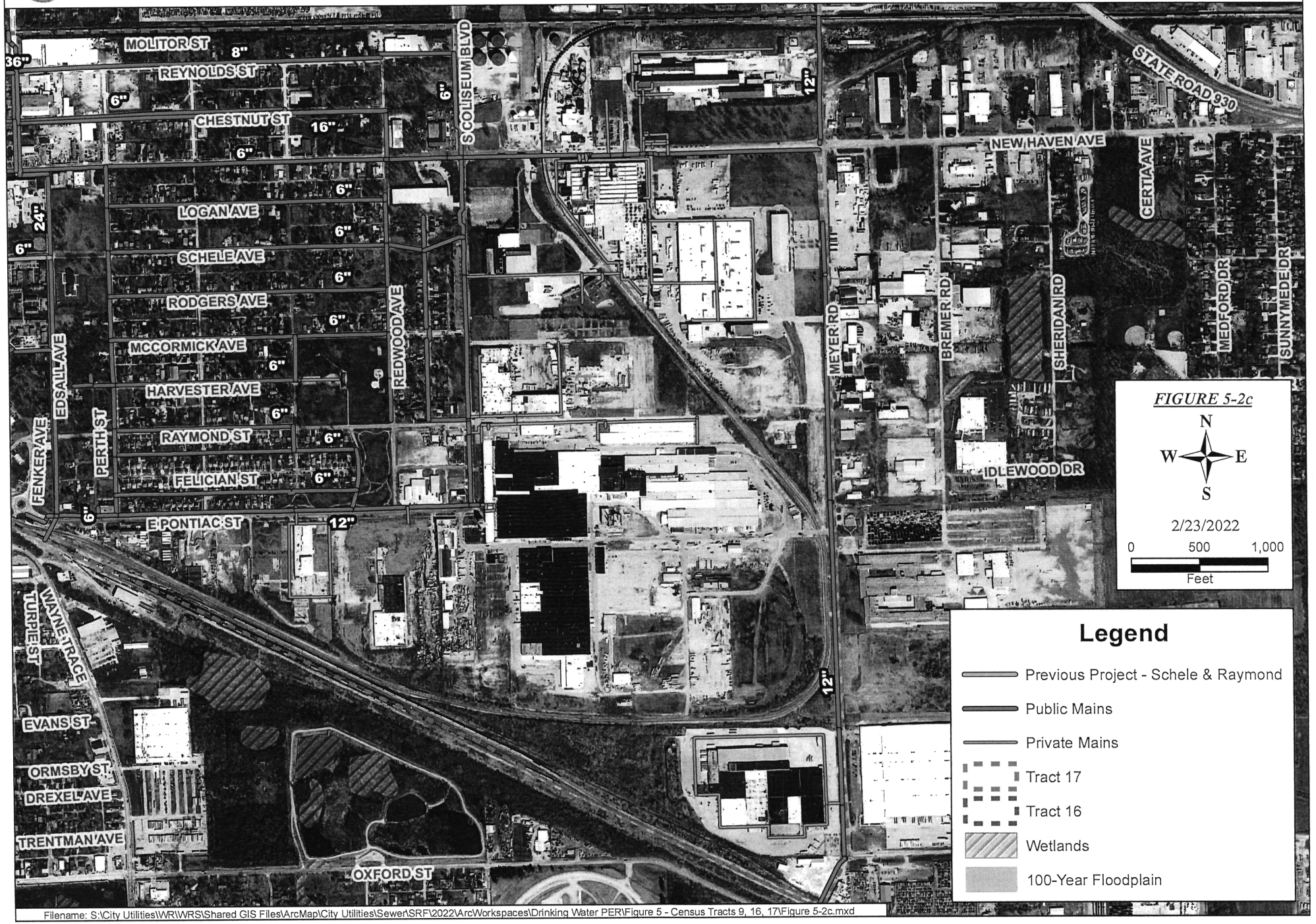
0 500 1,000
Feet

Legend

- Previous Project - Schele & Raymond
- Public Mains
- Private Mains
- Tract 17
- Tract 16
- Wetlands
- 100-Year Floodplain

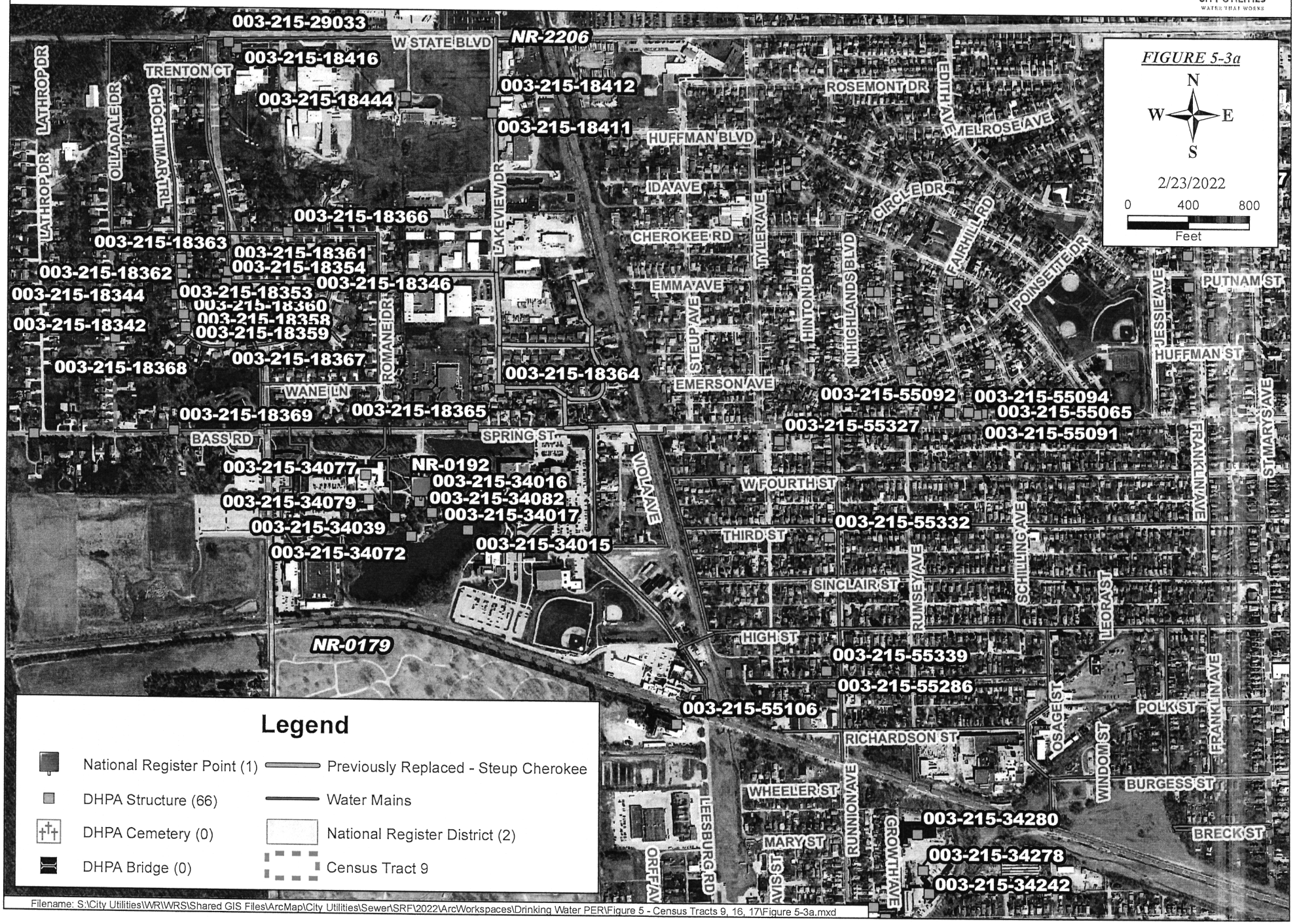
Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-2b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-2c.mxd

LSLR - CENSUS TRACT 9



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3a.mxd

LSLR - CENSUS TRACTS 16 & 17 (WEST)

CITY UTILITIES
WATER THAT WORKS

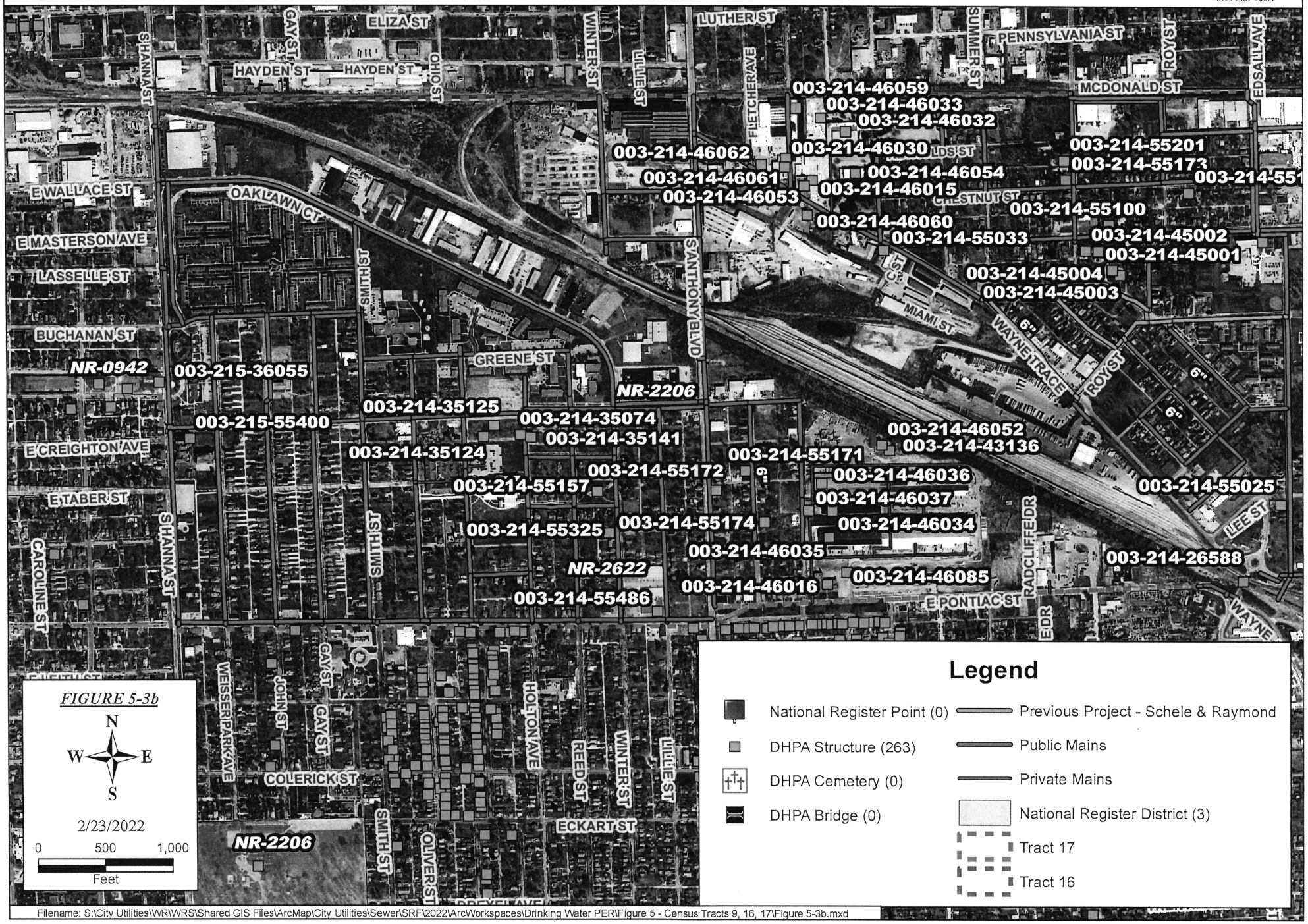


FIGURE 5-3b

N
W E
S

2/23/2022

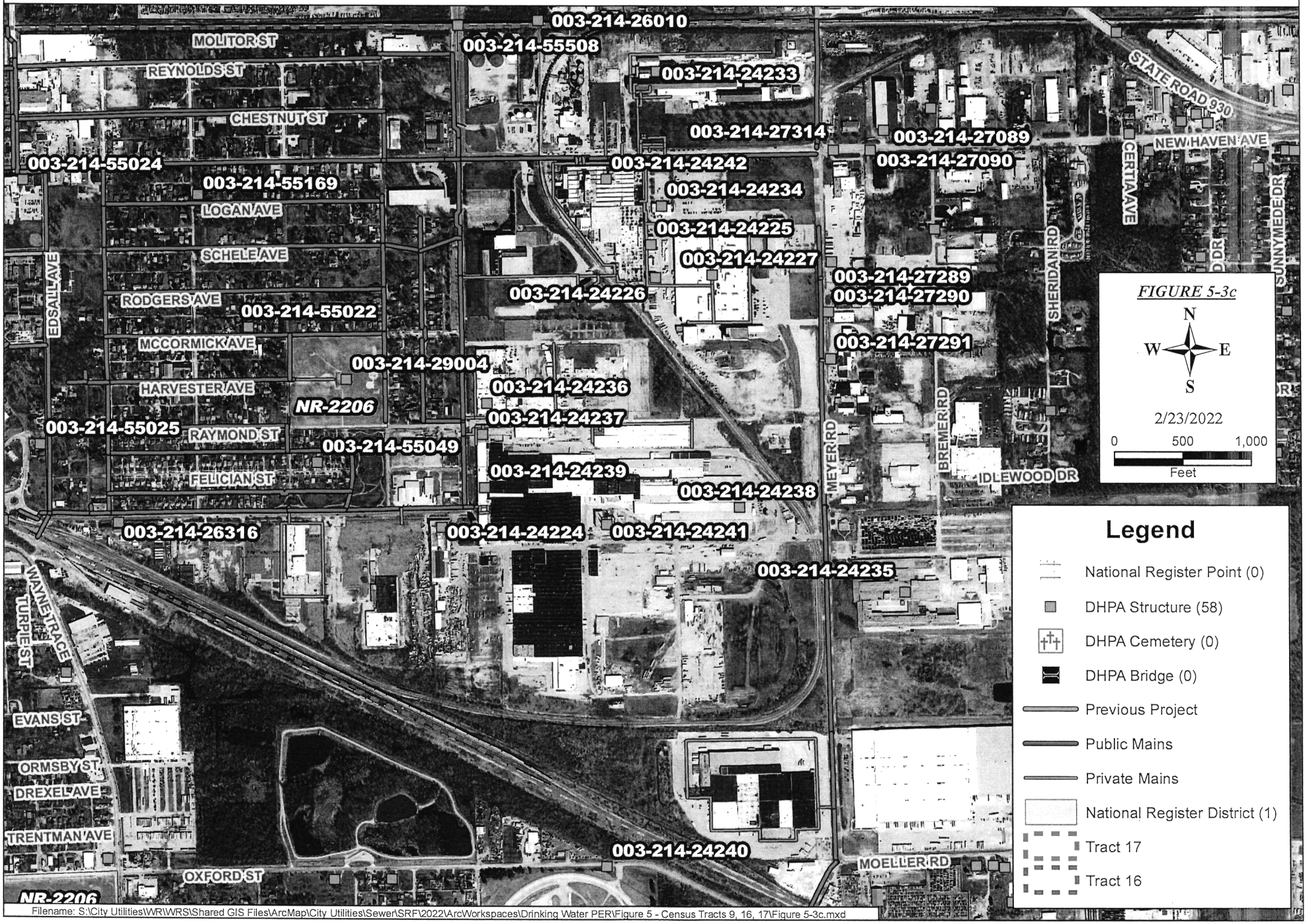
0 500 1,000
Feet

Legend

- National Register Point (0)
- DHPA Structure (263)
- DHPA Cemetery (0)
- DHPA Bridge (0)
- Previous Project - Schele & Raymond
- Public Mains
- Private Mains
- National Register District (3)
- Tract 17
- Tract 16

Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3b.mxd

LSLR - CENSUS TRACTS 16 & 17 (EAST)



Filename: S:\City Utilities\WR\WRS\Shared GIS Files\ArcMap\City Utilities\Sewer\SRF\2022\ArcWorkspaces\Drinking Water PER\Figure 5 - Census Tracts 9, 16, 17\Figure 5-3c.mxd

CHAPTER 6
PROPOSED PROJECT

SELECTED PLAN COMPONENTS AND PROCESSES

The proposed project will replace approximately 2,100 lead service lines in the identified census tracts. The service lines will be replaced by directional drilling and, as a result, there will be minimal disruption to the pavement and lawns.

Project Costs

Table 6-1 identifies the cost estimates for the lead service line replacement. The City utilizes a work allowance for these projects instead of contingencies. Because the City does a significant quantity of water main replacements every year, the potential for change orders is minimized, and a 10% contingency is not necessary. There may be more than one contractor selected to complete this work.

Design of these projects is done in-house; therefore, no planning and design costs are included in the total cost estimate.

TABLE 6-1
LEAD SERVICE LINE REPLACEMENT
ESTIMATED PROJECT COSTS

Description	QTY	UNIT	Unit Price	Extension
Mobilization and Demobilization	1	LS	$300,000	$300,000
Maintenance and Protection of Traffic	1	LS	$200,000	$200,000
Video Documentation of Conditions	1	LS	$100,000	$100,000
Restoration	1	LS	$300,000	$300,000
LSLR - Public Side	2087	EA	$2,000	$4,174,000
LSLR Private Side	2087	EA	$2,400	$5,008,800
			Subtotal Construction	$10,082,800
Work Allowance				$100,000
			Total Construction	$10,182,800
CM&I				$706,000
Legal Financial				$302,500
			Subtotal Non-Construction	$1,008,500
			Total Project Cost	**$11,191,300**

Project Schedule

PER Submittal	March 2022
Anticipated PER Approval	November 2022
Complete Design	November 2022
Bid Opening	February 2023
IURC Approval	March 2023
Loan Closing	April 2023
Begin Construction	May 2023
Construction Completion and Startup	December 2024

Land Acquisition

Land acquisition will not be required for these projects; however, the city will need right of entry from each homeowner to replace the complete lead service line. Exhibits to this Chapter include the initial notification letter, right of entry form, and opt out form.

Contract Operations

The operation of the facilities will be accomplished with City personnel. There is no intention on the part of the City to move towards Contract Operations.

GREEN PROJECT RESERVE/CLIMATE RESILIANCY INITIATIVE

There are no green components associated with this project.

CHAPTER EXHIBITS

6-1 LSLR Program Letter to Property Owners
6-2 LSLR Program Opt In and Right of Entry Form
6-3 LSLR Program Opt Out Form

CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Example mailing date

[redacted]
or Current Property Owner
[redacted]
WO#Example

Re: Replacement of Privately-Owned Lead Water Service Line
[redacted]
City Utilities Project no. WO#Example, Example Project

Dear Property Owner:

Fort Wayne City Utilities has the privilege of providing healthy and safe water service for the residents of Allen County. The Three Rivers Water Filtration Plant produces high-quality water that meets or exceeds Federal and EPA standards. We are proud of the water we provide, but some older homes in our community may have a lead or galvanized service line, which can cause an elevated level of lead in drinking water at those homes. To help remedy this issue, City Utilities is undertaking a project to replace these service lines to residences with new service lines made of safer materials. This mailing is going to residents who have older homes and who may be able to take advantage of financial assistance to replace the service line on their property with safer materials.

Since you own and are responsible for the portion of the water service line from the curb stop valve to your house, we need your permission to replace the service line on your private property. If you agree to allow us into your property to perform this work, and the contractor finds that your water service line is made of lead or galvanized steel, then your water service line will be replaced from the street to your meter. You will be responsible to pay for replacement of your portion of the line however, the replacement is not mandatory. If no lead or galvanized steel is found, or you choose not to replace the service line, no private replacement will occur and you will not be responsible to pay anything.

We understand that replacing a service line is an expense many of us do not plan for. To help, City Utilities has negotiated a price cap and developed a loan plan that will allow you to pay for the replacement over a period of up to ten years. If you wish to have this work performed as part of the City's project, please execute and return the enclosed Special Contract for Lead Service Line Replacement. **The Special Contract must be signed** and returned **no later than Example deadline date.** Your share of the cost will be **$ XXXXX.XX** and you will not be billed for the work until the work is

complete. You may pay the entire billed amount with no penalty; or you may take advantage of a loan from City Utilities under which you would make monthly minimum payments of $XX.XX (including annual interest at a rate of X.X%) for a maximum of 10 years.

To replace your water service line, contractors will need to work both inside and outside of your home; however no internal plumbing located after the water meter will be replaced. The replacement will use trenchless methods such as pipe pulling, directional drilling, or pipe bursting wherever possible. Open cut installation will only be allowed with prior Owner approval. When the work is complete the contractor will plant grass, patch asphalt and concrete, and seal the entrance into your foundation or foundation wall if disturbed by the work. All other restoration will not be performed by the contractor and shall be the responsibility of the property owner.

A grounding rod is a device that protects your home from power surges, such as a lightning strike. Most homes have electrical grounding rods installed. However, in some older homes the grounding rods may not be in working condition, may not have been installed at all, or the connections between metal (bonding) inside the home may not be up to code. In these rare cases, the water service line may act as the only path to ground for electricity. In order to perform a full service line replacement, the electrical connection across the meter will be removed. The metal service line will be replaced with HDPE (plastic). This means the water service line will no longer function as a path to ground for your electrical system. For this reason, it is recommended that homes without ground rods and bonding in working condition have electrical grounding and bonding installed prior to the water service line replacement.

For information on the risks associated with lead, please visit EPA's website at: www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water.

We encourage you to participate in this program to reduce health risks. If you choose not to replace your privately-owned portion of the water service line, the public portion will still be replaced from the water main to the curb stop valve. This partial water service line replacement might temporarily elevate levels of lead in your drinking water. Therefore, if you choose not to replace the service line, City Utilities will provide you with a free filtering pitcher designed to remove lead from the water, as well as recommendations for flushing your interior plumbing. To help avoid your family being exposed to a higher level of lead in your drinking water as the result of a partial lead service line replacement, you would need to use the filtering pitcher for 180 days for any water used in drinking and cooking, and also follow the flushing instructions every day for 90 days following the work.

Thank you for your cooperation with this important public utility project. If you have any questions or concerns, please contact us at (260) 427-1234. If you do not wish to participate, please return the enclosed Acknowledgement and Waiver form. Documents should be returned to the following address:

City of Fort Wayne – City Utilities - Engineering
ATTN: Lead Service Line Replacement
200 E. Berry St., Suite 250
Fort Wayne, IN 46802

Este es un programa de la Ciudad para ayudar a eliminar las tuberías de agua de plomo potencialmente peligrosas a su hogar. Para obtener ayuda, llame a nuestros representantes de servicio al cliente al (260) 427-1234.

ဒီမြို့တော်ရဲ့ ပရိုဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဒီမြို့တော်ရဲ့ ပရိုဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄

Special Contract for Lead Service Line Replacement

COMPLETE AND RETURN THIS FORM IF YOU DO WISH TO PARTICIPATE IN THE CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.

Cross-Reference Allen County Recorder's Office Document no.: [redacted]

LEAD SERVICE LINE REPLACEMENT PROGRAM	**Project:**	**Example Project, WO#Example**
	Auditor Parcel ID:	[redacted]
	FWCU Account no.:	[redacted]
	Notice Date:	**Example mailing date**

Owner: Return this signed Special Contract for Lead Service Line Replacement (**"Special Contract"**) **by Example deadline date** (**"Return Deadline"**) to confirm your participation in the Lead Service Line Replacement Program (**"LSLRP"**). If you do not wish to participate in the LSLRP, please sign the Fort Wayne City Utilities Lead Service Line Replacement Program Acknowledgement and Waiver form enclosed herewith.

Return Address: Fort Wayne City Utilities (**"FWCU"**), 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802 (return envelope enclosed).

"Property" [redacted]

"Owner" (collectively, if more than one) [redacted]

Owner Mailing Address (if different from Property address)

Owner Contact Information

(Required to Schedule Interior Work) Preferred Contact

_____cell phone ☐

_____other phone ☐

Additional Notes (If Any):
(Notes that conflict with the terms of the Special Contract will not be accepted.)

[Signature Pages and Exhibits on Following Pages.]

I/We, the undersigned Owner, have received and read the *Options to Replace Lead Service Line* and hereby elect to participate in the LSLRP. Owner agrees to comply with the terms and conditions of the LSLRP set forth in Exhibit A (*Work Cost*) and Exhibit B (*Terms and Conditions*) attached hereto and incorporated into and made a part of this Special Contract.

Signed by Owner on the date indicated below, effective on the signature date or if not dated, on the date of receipt by the FWCU ("**Effective Date**"). Signature must be notarized.
(MUST BE SIGNED IN FRONT OF A NOTARY BY EACH PROPERTY OWNER NAMED ON DEED)

_____ Signature	_____ Signature
_____ Printed name (and title, if Owner is a business entity)	_____ Printed name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Printed name	_____ Printed name
_____ Date	_____ Date

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared _____ _____ _____, and acknowledged the execution of the foregoing *Special Contract for Lead Service Line Replacement* as a voluntary act and deed for the uses and purposes therein contained.

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

_____ _____
Notary Public Signature Notary Public Printed Name

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by Brandon Almas, Associate City Attorney, City of Fort Wayne. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (Brandon Almas).

EXHIBIT A
Work Cost

Work Cost: The "**Work Cost**" shall be defined as the total cost of the private side lead service line replacement project, as illustrated below. If nine or more replacements occur within a ½ mile of your property, the price of replacement is cheaper due to economy of scale. If this bulk pricing cannot be achieved, the low volume pricing will be used as illustrated by the Work cost breakdown. The Work Cost excludes additional costs that may need to be incurred by Owner, e.g. in providing access or restoring items that Owner is responsible for as defined in the *Terms and Conditions* in Exhibit B herein below. To avoid unexpected delays in Work or termination of the contract, Owner must remove obstacles prior to the Work per the Owner Obligations (defined in the *Terms and Conditions*).

Owner's Share: The Work breakdown based on the currently selected contractor is shown below. If the selected contractor is changed, the property owner will be notified of any price changes before Work starts and may refuse the Work at that time. Owner will not be billed for the Work until Work is completed. After Work is completed, City Utilities will send a statement and provide 60 days to pay in full before interest starts to accrue. Payments may be made over 10 years.

WORK COST BREAKDOWN **Can be paid in full or financed for up to 10 years**		
Description of Work	Total Cost (Without Interest)	Monthly cost over 10 years with 7.5% interest*
Water Service Line Replacement Low Volume Pricing (8 or Less Replacements in ½ Mile)	Contractor's low volume pricing	Contractor's price split into monthly payments over 10 years with 7.5% interest
Water Service Line Replacement Bulk Pricing (9 or More Replacements in ½ Mile)	Contractor's bulk price	Contractor's price split into monthly payments over 10 years with 7.5% interest

* Interest rate is Wall Street Journal Prime Rate plus 2.000 percentage points, determined as of April 23, 2019

EXHIBIT B
Terms and Conditions

1. **Program Benefits**. To qualify for the different types of benefits available under the LSLRP, the Owner must meet the eligibility criteria for the applicable program benefits.
   a. Financing. Financing is available to all residential property owners with a 5/8" or 3/4" meter who are customers of FWCU. Financing is offered over a term of ten (10) years with fixed interest at the WSJ prime index plus two percentage points, determined as of April 23, 2019.
   b. Program subject to funds. Owner agrees that any benefits available under the LSLRP are subject to availability of funds. FWCU shall have no obligation to provide benefits under the LSLRP if funds are not available.

2. The **"Work".** The work shall be defined as any and all necessary activities to replace the existing lead or galvanized steel service line with a new HDPE service line from the curb stop valve to approximately 6-inches beyond the outlet valve of the meter setting in the building (or if exterior meter, to the first interior valve), including the following:
   a. **"Exterior Work"**. The Exterior Work shall include:
      i. Measurement, surveying, and marking in preparation for installation.
      ii. Excavation to install the HDPE service line. Trenchless methods will require excavation of a minimum of one 4-foot x 6-foot pit at the curb stop valve. Additional pits may be necessary if boring of a new route through the soil is necessary. If FWCU determines that trenchless methods are not possible due to soil and other conditions on the Property, a 2-foot wide trench will be excavated from the curb stop valve to the point of entry of the service line into the building with prior Owner approval.
   b. **"Interior Work"**. The Interior Work shall include all activities inside the building on the Property necessary to complete the Work. This may include:
      i. Enlarging the existing entry point or creating a new entry point through the building wall or basement floor to accept the new HDPE service line, if necessary.
      ii. Cut and remove existing lead or galvanized steel service line at the water meter setting, install a new shutoff valve, connect the new HDPE service line to the existing premise plumbing, and install new meter setting supports as needed.
      iii. If an electrical grounding system is found to be attached to the lead service line, it will need to be removed to perform the Work. Reinstallation of the electrical grounding shall be the responsibility of the Owner. Owner expressly agrees that FWCU shall not have any liability related to the manner of installation or failure to complete such installation of the electrical grounding and bonding, and Owner hereby waives and releases any and all such claims against FWCU.
   c. Restoration. Following installation of the new HDPE service line, the Property will be restored by FWCU as follows:
      i. Backfilling of excavated lawn areas with existing soils and include no less than 4-inches of topsoil.
      ii. All impacted lawn areas will receive seed and straw during the growing season. Watering grass seed will be the responsibility of Owner.
      iii. All impacted concrete and asphalt paved surfaces will be repaired or replaced with appropriate materials similar to those that were removed to allow the work to be completed.
      iv. Entry point into the foundation wall or slab will be sealed to prevent water infiltration.
      v. Any other restoration required will not be performed by FWCU (including its agents, employees, and contractors). FWCU shall not be responsible for damage to nor required to restore any personal property, landscaping or improvements including without limitation, plantings, pavers, drywall, flooring, ceilings, paneling, or furniture disturbed in order to perform the Work due to Owner's failure to remove such items as required in Section 3: Owner's Obligations.

d. Inspection. FWCU reserves the right to inspect the Work to verify compliance with applicable laws and regulations, including FWCU design standards.

e. System Flushing. FWCU will flush the system using an outside spigot or utility sink in the building to fully flush the new HDPE service line for at least ten (10) minutes. Further flushing recommendations may be provided to Owner following completion of the Work.

3. **Owner's Obligations.**

a. Prerequisites to Work. Owner shall be provided advance notice of the date(s) of the Work ("**Work Date**"). Prior to the Work Date, Owner shall remove any personal property, landscaping and improvements that may interfere with or inhibit access to the Work areas, including but not limited to those described below.

i. *Exterior access*. Owner shall remove and provide protection for any exterior items required to perform the Work, including without limitation any walls, sculptures, ornaments, or furniture. Owner is responsible for digging up living plant material prior to the start of construction and providing necessary protection for the plants during construction. Any replanting or reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.

ii. *Interior Work area*. Owner shall remove and provide protection for any and all personal property, improvements or other obstructions (including stored items, furniture, drywall, paneling, etc.) necessary to provide access to the Interior Work area, which includes the area around the interior water meter and the service line between the meter (or first interior shutoff valve, if an exterior meter) and the point at which the water service line enters the building. The reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.

On the Work Date, any landscaping, improvements, personal property or other items obstructing access to or impeding performance of the Work may be grounds for termination of this Special Contract or delay the Work until obstructions are removed by Owner. If agreed upon by Owner and Contractor, the obstructions material may be removed by the Contractor in order to perform the Work, and Owner hereby waives all claims against FWCU for damage due to removal of items necessary to perform the Work, as it is Owner's responsibility to remove such items prior to the Work Date. Additional contractor costs for removal of obstructions cannot be added to the Work Costs in accordance with Exhibit A (*Work Cost*) to this Special Contract unless approved by FWCU. If FWCU determines such additional costs cannot be added to the Work Costs, the Owner will be responsible for paying such costs to the Contractor directly.

b. Ownership and Maintenance of Service Line. Notwithstanding Owner's participation in the LSLRP, Owner acknowledges that Owner retains ownership of and repair responsibility for the water service line at all times following completion of the lead or galvanized steel service line replacement project.

c. Payment of Owner's Share. Owner shall be responsible for the full amount of fees that may be due for the applicable LSLRP benefits. Owner may prepay all or a portion of the outstanding balance without penalty.

d. Remedies for Failure to Pay. In addition to any other available statutory remedies, if Owner and/or Owner's individual successors and assigns, fails to pay any amount due under this Special Contract by the applicable due date, FWCU may terminate water service to Owner and/or Owner's individual successors and assigns. In addition, FWCU may place a lien against the Property in an amount equal to the outstanding repayment amount and/or fees, including any attorney fees, court costs, or other expenses associated with collecting the outstanding balance.

e. Transfer or Sale of the Property. During the Term of this Special Contract, unless amounts due from Owner have been fully paid, Owner shall disclose and provide a copy of this Special Contract to a purchaser under contract to purchase the Property or other potential transferee of the Property. At closing, Owner shall either:

1) assign and shall cause transferee to assume this Special Contract by completing an *Assignment and Assumption Agreement* and provide to FWCU a written copy of the completed *Assignment and*

Assumption Agreement to the LSLRP Program Director 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802; or

2) pay the full amount that is due and owing to FWCU.

Notwithstanding any assignment to the transferee, Owner shall not be released from its obligations to FWCU under this Special Contract; rather, following the date of the assignment, Owner shall be secondarily liable to FWCU for any unpaid costs due to FWCU hereunder.

4. **Covenant to Run with Land; Recording.** Owner's obligations hereunder, including but not limited to the obligation to pay the amounts due to FWCU under this Special Contract, shall be deemed covenants running with the land, binding upon all subsequent owners of the Property until satisfied in full. FWCU may record this Special Contract with the Recorder's Office in Allen County, Indiana. FWCU shall be responsible to pay all recording fees.

5. **Term.** The term of this Special Contract shall commence on the Effective Date and, if not sooner terminated as provided herein, shall automatically expire at such time as the Work has been completed and all payments due from Owner have been paid (the "**Term**").

6. **Right of Entry**. Owner hereby acknowledges that FWCU (including its agents, employees and contractors), will require access to the Property to complete the Work. Owner hereby grants the following rights to enter upon the Property:

a. Exterior access. From the Effective Date until the date of completion of the Work, FWCU shall be permitted to enter upon the Property outside of the building from time to time for the purpose of performing the Work.

b. Interior access. On the Work Date, Owner shall provide access to FWCU for the purpose of performing the Interior Work. Owner or Owner's adult representative shall remain present during the Interior Work. While performing the Interior Work, FWCU may perform needed maintenance and repair or replacement of the City-owned meter setting.

The right of entry granted hereby is executed for the benefit of FWCU (including its agents, employees, and contractors).

7. **Warranty.** Owner acknowledges and agrees that the Contractor selected to perform the Work may offer a warranty on the Work. **OWNER ACKNOWLEDGES AND AGREES THAT FWCU MAKES NO WARRANTY RELATED TO THE WORK AND SPECIFICALLY DISCLAIMS ALL WARRANTIES THAT MAY BE DISCLAIMED UNDER INDIANA LAW INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **Damage; Release.** With the exception of the liabilities expressly stated herein, each party hereby releases and waives claims against each other for damages or injuries resulting from the negligent acts or omissions of the other party, pursuant to the activities under this Special Contract. FWCU shall not be responsible for any damage caused as a result of the Work.

9. **Delays.** FWCU shall make best efforts to perform the Work Monday through Friday, between 7am and 5pm, non-holidays. The following occurrences may require delay or rescheduling of the relevant Work:

i. Owner's failure to clear obstructions to accommodate the Work.
ii. Inclement weather.
iii. Owner's failure to provide access to the Work area.
iv. Owner's failure to comply with the prerequisites to Work in Section 3 hereof.

10. **Termination**. This Special Contract may be terminated as provided in this Section 10. Following

termination, the Owner shall be responsible for causing completion of the private lead or galvanized steel service line replacement in accordance with applicable laws and regulations.

a. By Owner. At any time prior to commencement of the Work, Owner may terminate this Special Contract by providing written notice to FWCU, along with a signed copy of Fort Wayne City Utilities Lead Service Line Replacement Project Acknowledgement and Waiver form, at the return address on Page 1.
b. By FWCU. FWCU shall have the right to terminate this Special Contract with seven (7) days advance notice to Owner at the Owner Mailing Address on page 1 under any of the following circumstances:
    i. FWCU determines that the service line on the Property is lead-free, as determined in accordance with Indiana law.
    ii. Title to the Property has changed, unless this Special Contract has been assigned to and assumed by the transferee.
    iii. Owner fails to provide timely access necessary to perform the Work, or is not present at the time scheduled for replacement, and an alternative date and time cannot be coordinated.
    iv. Owner's breach of any terms, conditions, representations, or warranties under this Special Contract.
    v. Without cause at any time prior to commencement of the Work.

11. **Representations and Warranties.** The undersigned represents warrants and covenants to FWCU that the undersigned are all of the owners of the fee simple interest in the Property and have the power and authority to enter into this Special Contract and to carry out all obligations hereunder.

12. **Notice.** All notices given under this Special Contract shall be in writing and delivered personally, by first class United States mail, or by a recognized overnight courier service. Notice shall be sent to Owner at Owner's Mailing Address, and to the FWCU at the Return Address on page 1. If Owner sends a notice to FWCU alleging that FWCU is in breach of this Special Contract, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Law Department, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802.

13. **Waiver.** Any failure by FWCU to enforce its rights under this Special Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions.

14. **Forum selection; Governing Law.** This Special Contract shall be governed by and construed in accordance with the laws of the City of Fort Wayne and the State of Indiana. All actions regarding this Special Contract shall be brought in the circuit or superior courts in Allen County, Indiana, and Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all matters arising under this Agreement.

15. **Severability.** If any part of this Special Contract is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

16. **Privacy Notice.** Owner acknowledges and agrees that information provided to or obtained by FWCU, including, without limitation, telephone numbers, email addresses, mailing addresses, specific work requests or other comments relevant to the Work, and information about existing piping materials on Owner's property, may be shared with third parties solely for purposes related to the Work. Such information will not be shared for any other purpose. By signing up to participate in the Lead Service Line Replacement Program, Owner consents to the sharing of such information solely for purposes related to the Work.

[END OF EXHIBIT B"]

Fort Wayne City Utilities Lead Service Line Replacement Program
Acknowledgment and Waiver
CUE WO#Example

COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.

ADDRESS: [redacted]

Your property has been identified by Fort Wayne City Utilities (**"FWCU"**) as possibly containing leaded alloy or galvanized plumbing (valves, piping, solder, faucets, etc.). In certain circumstances, lead plumbing can corrode and leach lead into the user's drinking supply. The United States Environmental Protection Agency (**"EPA"**) and the Indiana Department of Environmental Management (**"IDEM"**) have determined that lead in drinking water can increase a person's exposure to lead, which can have adverse effects on health. More information about the adverse effects of lead can be found on the EPA's website at www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water.

To help minimize the risks of exposure to lead from water service lines, FWCU has implemented a Lead Service Line Replacement Program (**"LSLRP"**). Through the LSLRP, FWCU intends to replace water service lines containing lead and/or galvanized steel. FWCU will also offer homeowners an opportunity to finance the cost of the lead service line replacement over a period of up to ten (10) years.

Because your property has been identified by FWCU as possibly containing lead or galvanized plumbing, it is recommended that you participate in the LSLRP. You may do so by signing and returning the Special Contract for Lead Service Line Replacement that has been provided to you. Please note that the benefits available under the LSLRP are offered for a limited time. FWCU will excavate a hole for the public replacement regardless of Owner involvement. Using the excavation to also replace the private portion reduces the labor costs and inconvenience of replacing the service line later. Once FWCU replaces the water mains and public service lines in your area there will be no need for this excavation and this cost saving opportunity is lost.

If you do not elect to participate in the LSLRP, FWCU will proceed with a partial lead service line replacement—e.g., FWCU will replace the water public service line, but will not replace the private service line on your property from the curb stop valve to your house. This means that the risk of lead exposure will still exist. A partial replacement can agitate the existing lead pipe, leading to elevated lead levels for a period of time. Following the partial lead service line replacement, the American Water Works Association (**"AWWA"**) recommends the following steps to minimize the risks of lead exposure:

- Do not consume water, ice, or use hot water until you have finished flushing
- Remove aerators or screens including shower heads from all faucets used for flushing
- Beginning with the lowest level of your home, fully open the cold water taps (showers, bathtubs, sinks, laundry tubs, hose-bibs, etc.)
- Keep lower level faucets on and move to each higher floor fully opening faucets
- Let the water run for at least thirty (30) minutes after all faucets are open
- After thirty (30) minutes turn off the first faucet opened and continue to turn off other faucets in the same manner you turned them on
- Clean or replace aerators/screens on shower heads, faucets, etc.

Additionally, FWCU will provide you with a free filtered water pitcher that should be used for a period of 90 days after the partial replacement.

If you have any questions, please contact our Customer Support staff at (260) 427-1234.

By signing below, you acknowledge and agree that you have read this Waiver, understand the risks associated with lead and/or galvanized plumbing, and decline to participate in Fort Wayne City Utilities' Lead Service Line Replacement Program.

Homeowner printed name: _____ Phone (optional): _____

Homeowner signature: _____ Date: _____

Please see optional survey below, your feedback is valuable for our continued efforts to improve this program.

Reason for declining work:

☐ Too costly

☐ Do not want the disruption

☐ Service line is not lead or galvanized steel

☐ Other (please specify below)

_____

CHAPTER 7
LEGAL, FINANCIAL & MANAGERIAL CAPABILITIES

RESOLUTIONS

Specific resolutions must be passed by the Board of Works to comply with the requirements of the State Revolving Loan Fund. These two resolutions are the Signatory Authorization and the PER Acceptance. The Signatory Resolution is attached as an Exhibit to this Chapter. The PER Approval Resolution will be submitted to the Board for approval after the public hearing.

LAND ACQUISITION

Land acquisition is not required for the proposed lead service line replacement; however, the City will need to acquire Right of Entry from each property owner to replace the private side lead service lines. A copy of the Right of Entry form is attached.

MANAGERIAL AND FINANCIAL CAPABILITIES

The City of Fort Wayne has the managerial and financial capabilities to finance and manage this project. The City has provided water service since the 1930's and continues to meet Federal and State water quality requirements.

CAPITAL ASSET MANAGEMENT PROGRAM

The City of Fort Wayne has a Capital Asset Management Plan that meets or exceeds the requirements in SEA 362 and the guidelines required by the Indiana Finance Authority. The certification form is attached at the end of this chapter.

PROJECT COSTS AND FINANCING

Table 1-1 identifies the project costs and financing information using an SRF loan.

TABLE 7-1
SRF PROJECT COSTS AND FINANCING

Proposed Project Costs	
Supply/Wells Costs	$0
Transmission/Distribution Costs	$9,982,800
Treatment Cost	$0
Storage Costs	$0
Sub Total Construction Cost	$9,982,800
Contingencies and Work Allowance	$100,000
Non-construction Costs	$1,008,500
Total Project Cost	**$11,091,300**
Ineligible Costs	$0
Other Funding Sources (Local)	$0
Requested SRF Loan Amount	**$11,091,300**

Financial Adviser
a. Firm Contact: Baker Tilly
b. Name: Eric Walsh

Bond Counsel
a. Firm Contact: Ice Miller
b. Name: Michael Allen

CHAPTER EXHIBITS

7-1 Signatory Resolution
7-2 PER Approval Resolution
7-3 Capital Asset Management Program Certification Form

RESOLUTION NO. 108-3-16-21-1

RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, herein called the Participant has plans for wastewater and/or drinking water infrastructure improvement projects to meet State and Federal regulations and the Participant intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works has adopted this Resolution dated March 16, 2021.

NOW, THEREFORE BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, the governing body of said community, that:

1. Kumar Menon, Director, Matthew Wirtz, Deputy Director, Justin Brugger, and/or Bogdan Vlagea as employees of the City of Fort Wayne be authorized to make application for a State Revolving Fund Loan ("SRF Loan") and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the Participant; and

2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and

3. Two certified copies of this Resolution be prepared and submitted as part of the Participant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **16th day of March 2021**, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____ 3.16.21
Michelle Fulk-Vondran, Clerk

MISCELLANEOUS RESOLUTION NO. _____

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Reports, PER, dated **March 2022**, to be prepared by the consulting firm of HomeTown Engineering, LLC for the Water Utility; and

WHEREAS, said PER has been presented to the public at a public hearing held on **April 12, 2022**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended project in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PER for the Water Utility dated **March 2022** be approved and adopted by the Board of Public Works; and

2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **12th day of April, 2022** after the Public Hearing.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

To be completed at the Public Hearing

State Revolving Fund Loan Program
Asset Management Program Certification Form
Inclusive of
Fiscal Sustainability Plan Certification

(To be submitted either at the time of loan closing or no later than the final disbursement of a Participant's loan proceeds)

Participant Name	Fort Wayne City Utilities	
Street Address: 200 E Berry St, Suite 250		P. O. Box Number
City: Fort Wayne	State: IN	Zip Code: 46802

Indiana Code 5-1.2-10-16 requires a Participant that receives a loan or other financial assistance from the State Revolving Fund Loan Program (SRF) to certify that the Participant has documentation demonstrating it has the financial, managerial, technical and legal capability to operate and maintain its water or wastewater collection and treatment system. A Participant must demonstrate that it has developed an asset management program as defined in the Indiana Finance Authority's (Authority) Asset Management Program Guidelines.

Section 603(d)(1)(E) of the Federal Water Pollution Control Act (FWPCA) requires a recipient of a loan for a project that involves the repair, replacement, or expansion of a publicly owned treatment works to develop and implement a Fiscal Sustainability Plan (FSP). The requirement pertains to those portions of the treatment works paid for with Clean Water SRF Loan Funds.

The Asset Management Program (AMP) shall be inclusive of the requirements of the FSP for Wastewater and Drinking Water projects and shall include at a minimum the following: (1) A system map (2) An inventory and assessment of system assets (3) development of an infrastructure inspection, repair, and maintenance plan, including a plan for funding such activities (4) an evaluation and implementation of water and energy conservation efforts (5) An analysis of the customer rates necessary to support the AMP (6) Audit performed at least every two years (7) Demonstration of the technical, managerial, legal and financial capability to operate and maintain the system, per the guidelines established by the Authority.

I hereby certify that I am an authorized representative for the above listed Participant and pursuant to IC 5-1.2-10-16 and Section 603(d)(1)(E), the Participant has developed and is implementing an AMP (inclusive of the requirements of an FSP) that meets the requirements established by the Authority. Upon the request of the Environmental Protection Agency (EPA) or the Indiana SRF, the Participant agrees to make the AMP (which includes the FSP requirements) available for inspection and/or review.

Participant's estimated capital asset needs in the next 5 years: $ 175,000,000

Matthew W	3/2/22
Signature of Authorized Representative	Date
Matthew A. Wirtz	(260) 427-2690 matthew.wirtz@cityoffortwayne.org
Printed Name	Phone Number/Email Address

CHAPTER 8
PUBLIC PARTICIPATION

SUMMARY

A Public Hearing will be held in the Fort Wayne Council Chambers, Room 035, 200 East Berry, Fort Wayne, IN. Information from the public hearing will be attached as exhibits to this Chapter, including a copy of the public notice, Publisher's Affidavit, the sign in sheet and minutes of the Public Hearing.

STATE OF INDIANA
DRINKING WATER REVOLVING LOAN PROGRAM

FINANCIAL ASSISTANCE AGREEMENT made as of this [____ day of _____ 20__] by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the City of Fort Wayne, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57, operating its water utility under I.C. 8-1.5, witnesseth:

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

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

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

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

WHEREAS, the Participant has previously entered into fifteen (15) Financial Assistance Agreements with the Finance Authority, (or the State in its capacity as predecessor to the Finance Authority in matters related to the Wastewater SRF Program and the Drinking Water SRF Program), dated as of October 14, 2005, December 13, 2006, January 1, 2009, September 15, 2009, December 23, 2009, October 26, 2011, October 26, 2011, November 15, 2011, September 10, 2012, July 17, 2014, November 20, 2014, July 12, 2016, October 12, 2016, November 15, 2018, March 31, 2020, December 15, 2021 and December 21, 2021 (collectively the "Prior Agreements"), to borrow money from the Wastewater SRF Program or the Drinking Water SRF Program to construct and acquire separate projects (as described and defined in the Prior Agreements); and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

"Commission" shall mean the Indiana Utility Regulatory Commission created under I.C. 8-1-1-2 or its successor.

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

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

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

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

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

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

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

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

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

"Disclosure Agreement" shall mean a continuing disclosure undertaking of the Participant to meet the requirement of Rule 15c2-12 (as amended and replaced from time to time and as currently promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended) that is applicable to the Finance Authority Bonds, substantially in the form attached in Exhibit E to this Agreement which is incorporated herein by this reference.

"Disclosure Certificate" shall mean certification in such form and substance as the Finance Authority may from time to time reasonably determine to be necessary in connection with its original issuance disclosure or continuing disclosure obligations (as applicable to the Finance Authority Bonds) including under Rule 15c2-12 (as amended and replaced from time to time and as currently promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended), which may include certifications substantially in the form attached in Exhibit F to this Agreement which is incorporated herein by this reference.

"Drinking Water SRF Fund" shall mean the drinking water revolving loan fund as established by I.C. 5-1.2-10-2.

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

"Drinking Water System" shall mean all, or any part of, the system for the provision to the public of water for human consumption through pipes and other constructed conveyances that:

(1) has at least fifteen (15) service connections; or

(2) regularly serves at least twenty-five (25) individuals;

and as further defined and described in I.C. 13-11-2-177.3 and SRF Policy Guidelines, as amended and supplemented from time to time.

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

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

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

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

"Fiscal Sustainability Plan" means in connection with a project that provides for the

repair, replacement, or expansion of an existing Drinking Water System, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act and includes (a) an inventory of critical assets that are a part of the Drinking Water System, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Drinking Water System and a plan for funding such activities.

"Loan" shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant's Drinking Water System or refinance an existing debt obligation where such debt was incurred and building of such systems began after July 1, 1993, but does not mean the provision of other Financial Assistance.

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

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

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

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

"Operation and Maintenance" shall mean the activities required to assure the continuing dependable and economic function of the Drinking Water System, including maintaining compliance with primary and secondary drinking water standards, as follows:

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

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

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

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

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

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

"Safe Drinking Water Act" shall mean the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. and other laws, regulations and guidance supplemental thereto, as amended and supplemented from time to time including the 2014 Appropriations Act.

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

"State" shall mean the State of Indiana.

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

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

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

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

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

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

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of [_____] percent ([____]%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on June 1 and December 1 of each year, commencing [_____] 1, 20[__]. The Bonds will be in the aggregate principal amount of [_____] Dollars ($[_____]). Subject to Section 2.05 and 2.06 herein, the Bonds will mature annually on December 1 through and including December 1, 2032 and then semiannually on each June 1 and December 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

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

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

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

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

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

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

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

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

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

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Drinking Water SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that

was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

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

(h) Unless otherwise agreed by the Finance Authority in its discretion the Disclosure Agreement shall be in the form attached in Exhibit E to this Agreement which is incorporated herein by this reference.

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

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

be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

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

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

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

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

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this

Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Drinking Water System consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

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

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

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

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

(m) Undertake all actions necessary to investigate all potential, material claims

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

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

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

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

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

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

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

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

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

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

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

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

designed to be consistent with SRF Policy Guidelines regarding such coverage.

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

(y) In connection with the issuance of any Finance Authority Bonds the Participant shall cooperate with the Finance Authority in meeting its disclosure obligations including by providing a Disclosure Certificate to the Finance Authority within ten (10) days of any such requested certification and entering into any supplement or amendment to the Disclosure Agreement.

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

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

(a) The Participant is duly organized and existing under State law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57 and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Drinking Water System are subject to I.C. 8-1.5.

(b) The Participant and its Drinking Water System are subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law and the Project and the Bonds are subject to the Commission's review and approval requirements. If the Participant or its Drinking Water System is subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law, the Commission has reviewed and approved the Project and the issuance of the Bonds and no additional approvals or consents are required to be obtained from the Commission related thereto.

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

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

(e) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement or the Disclosure Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a

breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Drinking Water System, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

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

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

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

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

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

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

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such

assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Drinking Water System as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

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

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

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

(End of Article III)

ARTICLE IV - DEFAULTS

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

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

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

(End of Article IV)

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

City of Fort Wayne
200 East Berry, #470
Fort Wayne, IN 46802
Attention: Controller

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

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Drinking Water SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to $10,000, which may be paid from a Loan disbursement.

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

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

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

Section 5.13. Federal Award Information. The Catalogue of Federal Domestic Assistance ("CFDA") Number for the Authority's Drinking Water SRF Program is 66.468 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Drinking Water State Revolving Funds."

(End of Article V)

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BEEN INTENTIONALLY LEFT BLANK]

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

CITY OF FORT WAYNE, INDIANA

"Participant"

By: _____

Attest: _____

INDIANA FINANCE AUTHORITY

"Finance Authority"

By: _____
James P. McGoff
Director of Environmental Programs

EXHIBIT A

The Project consists of the following improvements to the Participant's Drinking Water System:

- [To come from approved PER]
-
-
-

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

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

[End of Exhibit A]

EXHIBIT B

Principal Payment Schedule for the Bonds

Maturity Date	Principal Amount	Maturity Date	Principal Amount
12/01/2023	$	06/01/2043	$
12/01/2024		12/01/2043	
12/01/2025		06/01/2044	
12/01/2026		12/01/2044	
12/01/2027		06/01/2045	
12/01/2028		12/01/2045	
12/01/2029		06/01/2046	
12/01/2030		12/01/2046	
12/01/2031		06/01/2047	
12/01/2032		12/01/2047	
06/01/2033		06/01/2048	
12/01/2033		12/01/2048	
06/01/2034		06/01/2049	
12/01/2034		12/01/2049	
06/01/2035		06/01/2050	
12/01/2035		12/01/2050	
06/01/2036		06/01/2051	
12/01/2036		12/01/2051	
06/01/2037		06/01/2052	
12/01/2037		12/01/2052	
06/01/2038		06/01/2053	
12/01/2038		12/01/2053	
06/01/2039		06/01/2054	
12/01/2039		12/01/2054	
06/01/2040		06/01/2055	
12/01/2040		12/01/2055	
06/01/2041		06/01/2056	
12/01/2041		12/01/2056	
06/01/2042		06/01/2057	
12/01/2042			
		TOTAL	**$**

[End of Exhibit B]

EXHIBIT C
Credit Instrument

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

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

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

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

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Safe Drinking Water Act.

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System.

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

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

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Drinking Water SRF Program's interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the amount referenced in the Participant's business case or categorical exclusion posted at www.srf.in.gov), all as determined by the Finance Authority.

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

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

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

"LLR Projects" shall mean Project components that meet the requirement of the "Lead Line Replacement (LLR) Incentive Program" consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

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

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

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a LLR Projects project. In the event LLR Projects Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant's related post-bid and other documents submitted to the Finance Authority, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days

after any request), a LLR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its LLR Projects Expenditures when and as required by SRF Policy Guidelines.

[End of Exhibit D]

EXHIBIT E
Form of Disclosure Agreement

THIRD AMENDED AND RESTATED
DISCLOSURE UNDERTAKING AGREEMENT

This THIRD AMENDED AND RESTATED DISCLOSURE UNDERTAKING AGREEMENT dated as of [_____ 1, 20__] (the "Third Restated Undertaking"), which supersedes and replaces the Second Amended and Restated Disclosure Undertaking Agreement, dated as of December 1, 2021, as previously supplemented and amended (the "Second Restated Undertaking"), each by and between the City of Fort Wayne, Indiana, a municipal corporation of the State of Indiana (the "Participant" and "Potentially Obligated Person") and the Indiana Finance Authority (the "Finance Authority"), in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 ("SEC Rule") as published in the Federal Register on November 17, 1994, and as amended to the date hereof;

WHEREAS, the First Restated Undertaking is hereby being amended, by virtue of being superseded and replaced, in order to modify Section 8 regarding Material Events pursuant to SEC Release No. 34-83885, dated August 20, 2018, and does not require the consent of existing Holders of Obligations because: (i) this amendment is made in connection with a change in circumstances that arises from a change in legal requirements or change in law, (ii) the First Restated Undertaking, 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 Obligations, as determined by nationally recognized bond counsel; and

WHEREAS this Third Restated Undertaking amends and restates in its entirety the First Restated Undertaking;

SECTION 1. Definitions. The words and terms defined in this Third Restated Undertaking 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) "Bonds" means any and all outstanding "Bonds" as defined under any Financial Assistance Agreement excluding those that are defeased under their Authorizing Instruments (as defined in each Financial Assistance Agreement).

(2) "Financial Assistance Agreement" means individually and collectively (a) the Financial Assistance Agreement dated [_____, 20__], by and between the Finance Authority and the Participant, together with each of the Prior Agreements as defined in such Financial Assistance Agreement and (b) any Financial Assistance Agreement entered into after December 21, 2021 by and between the Finance Authority and the Participant, wherein its terms designate this Third Restated Undertaking as being applicable and in effect related to the Bonds therein referenced.

(3) "Finance Authority Bonds" means any "Bonds" as defined in the Finance Authority Indenture.

(4) "Finance Authority Disclosure Agreement" means:

(a) each and every continuing disclosure undertaking agreement by and between the Finance Authority and any counterparty related to any Finance Authority Bonds (including without limitation its continuing disclosure undertaking agreement dated [_____, 20__] entered into by the Finance Authority) with respect to the outstanding bonds issued for the Finance Authority's wastewater and drinking water revolving loan programs to comply with its obligation to provide continuing disclosure to the holders of its Finance Authority Bonds pursuant to the SEC Rule; or

(b) that particular continuing disclosure undertaking agreement from time to time identified in notice to the Participant by the Finance Authority related to any Finance Authority Bonds (with respect to the outstanding bonds issued for the Finance Authority's wastewater and drinking water revolving loan programs) that the Finance Authority determines permits it to comply with its obligation to provide continuing disclosure to the holders of its Finance Authority Bonds pursuant to the SEC Rule.

(5) "Finance Authority Disclosure Obligation" means the Finance Authority's obligation to provide disclosure to the holders of its Finance Authority Bonds (a) at the time of initial issuance pursuant to applicable law and (b) a continuing basis pursuant to the SEC Rule and each Finance Authority Disclosure Agreement.

(6) "Finance Authority Indenture" means the Seventh Amended and Restated Indenture of Trust dated as of September 1, 2019, by and between the Finance Authority (including as successor to the Indiana Bond Bank with respect the outstanding bonds issued for the wastewater and drinking water revolving loan programs) and The Bank of New York Mellon Trust Company, N.A. (successor to J.P. Morgan Trust Company, NA), as trustee, as supplemented and amended from time to time.

(7) "Obligated Person" means the Potentially Obligated Person but only during such period or periods when the aggregate principal amount of Bonds satisfy the definition of an "Obligated Person" under a Finance Authority Disclosure Agreement.

(8) "Obligated Person Bonds" means collectively all Bonds while and during any period such are an obligation of an Obligated Person.

(9) "Participant's Named Bonds" means each of the following:

(a) when related to a Sewage Works, the Participant's:

i. Sewage Works Revenue Bonds of 2012, Series B, as described in the Participant's Official Statement dated November 20, 2012, on file with the MSRB, through EMMA (each as defined herein), at: https://emma.msrb.org/EP717614-EP557257-EP958413.pdf

ii. Sewage Works Revenue Bonds of 2013, Series B, as described in the Participant's Official Statement dated March 13, 2013, on file with the MSRB, through EMMA, at: https://emma.msrb.org/ER662160-ER513940-ER916599.pdf

iii. Sewage Works Refunding Revenue Bonds of 2016, as described in the Participant's Official Statement dated June 16, 2016, on file with the MSRB, through EMMA, at: https://emma.msrb.org/ER975414-ER763221-ER1164615.pdf; and

iv. Sewage Works Revenue and Refunding Bonds of 2020, Series B, as described in the Participants Official Statement dated May 4, 2020, on file with the MSRB, through EMMA, at https://emma.msrb.org/SS1380708-SS1074681-SS1482325.pdf.

(or if any Participant's Named Bonds are defeased or other otherwise not hereafter outstanding, then by reference to such other bonds of the Participant as may then be outstanding and payable from the net revenues of the Sewage Works on a parity with the Bonds, the Participant may give notice to the Finance Authority of such being the Participant's Named Bonds related to the Sewage Works under this Third Restated Undertaking by providing the web link demonstrating that such bonds have a related Participant's Official Statement, together with any continuing disclosure filings, posted with the MSRB, through EMMA);

(b) when related to a Waterworks, the Participant's:

i. Waterworks Revenue Bonds of 2012, as described in the Participant's Official Statement dated December 11, 2012, on file with the MSRB, through EMMA, at: https://emma.msrb.org/EA779766.pdf;

ii. Waterworks Revenue Bonds of 2014, as described in the Participant's Official Statement dated November 13, 2014, on file with the MSRB, through EMMA, at: https://emma.msrb.org/EA915807.pdf; and

iii. Waterworks Revenue Bonds of 2019, Series A, as described in the Participant's Official Statement dated June 5, 2019, on file with the MSRB through EMMA, at https://emma.msrb.org/ER1366663.pdf.

(or if any Participant's Named Bonds are defeased or other otherwise not hereafter outstanding, then by reference to such other bonds of the Participant as may then be outstanding and payable from the net revenues of the Waterworks on a parity with the Bonds, the Participant may give notice to the Finance Authority of such being the Participant's Named Bonds related to the Waterworks under this Third Restated Undertaking by providing the web link demonstrating that such bonds have a related Participant's Official Statement, together with any continuing disclosure filings, posted with the MSRB, through EMMA); and

(c) when bonds as described in foregoing clause (a) or (b) above, respectively, are no longer outstanding (or are otherwise no longer maintained with current filings with the MSRB, through EMMA, in regards to the Annual Information and audited financial statements relating to the Participant of the type as referred to in paragraphs (a) through (c) of Section 5 herein), then the Finance Authority may give notice to the Participant of the series of Obligated Person Bonds deemed to be the Participant's Named Bonds for the Sewage Works or Waterworks, as applicable, and consistent with Section 5(b) herein such shall be so considered to be the Participant's Named Bonds and serve such purpose.

(11) "Participant's Official Statement" means the Participant's Official Statement as described in the term "Participant's Named Bonds," including any document or set of documents included by specific reference to such document or documents previously provided to the

Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board ("MSRB"), or filed with the MSRB.

(12) "Sewage Works" means the "Sewage Works" as defined and described in any Authorizing Instrument related to any Bonds.

(13) "Waterworks" means the "Waterworks" as defined and described in any Authorizing Instrument related to any Bonds.

SECTION 2. Purpose. The purpose of this Third Restated Undertaking is to permit (a) the Finance Authority to (i) provide initial issuance disclosure to the holders of Finance Authority Bonds and (ii) comply with its obligation to provide continuing disclosure to the holders of Finance Authority Bonds pursuant to the SEC Rule and (b) permitting underwriters or other regulated initial purchasers (as named in the Finance Authority Disclosure Agreement) to purchase Finance Authority Bonds in compliance with the SEC Rule, each as herein provided.

SECTION 3. Term. The term of this Third Restated Undertaking is from the date set forth above to the earliest of (i) the date of the last payment of principal or redemption price, if any, of, and interest to accrue on, all Finance Authority Bonds, (ii) the date all Finance Authority Bonds are defeased under the Finance Authority Indenture, (iii) the date of the last payment of principal or redemption price, if any, of and interest to accrue on, all Bonds; and (iv) the date all Bonds are defeased under their respective Authorizing Instruments.

SECTION 4. An Obligated Person. Within sixty (60) days after the Potentially Obligated Person shall also become an Obligated Person under this Third Restated Undertaking, the Finance Authority shall file, or cause to be filed, with the Obligated Person and may file, or cause to be filed, with the MSRB, through EMMA, a written notice that the Potentially Obligated Person is an Obligated Person. If the Potentially Obligated Person is no longer considered an Obligated Person under this Third Restated Undertaking, the Finance Authority shall file, or cause to be filed, with the Potentially Obligated Person and the MSRB, through EMMA, a written notice that such Potentially Obligated Person is no longer an Obligated Person, provided however that no such notice shall prevent such Potentially Obligated Person from thereafter again becoming an Obligated Person as herein provided.

SECTION 5. Provision of Annual Financial Information.

(a) The Obligated Person hereby undertakes to provide the following annual financial information:

(1) To the Finance Authority and to the MSRB, through EMMA, when and if available, the audited financial statements of the Participant for each fiscal year, beginning with the fiscal year ended on the December 31st preceding the date such Potentially Obligated Person was informed it had become an Obligated Person, together with the auditor's report and all notes thereto; and

(2) To the Finance Authority and to the MSRB, through EMMA, within 210 days of the close of each fiscal year of the Participant, beginning with the fiscal year ended the December 31st preceding the date such Potentially Obligated Person was informed it had become an Obligated Person, annual financial information for the Participant for such fiscal

year, other than the audited financial statements described in (1) above, including (i) unaudited financial statements of the Participant if audited financial statements are not then available and (ii) operating data relating to the Participant (excluding any demographic information or forecasts) of the general type included under the following headings to the Participant's Official Statement (collectively, the "Annual Information"):

(I) when related to a Sewage Works as in Appendix A to the Participant's Official Statement: Largest Sewage Works Customers or Large Users (as herein provided); and

(II) when related to a Waterworks as in Appendix A to the Participant's Official Statement: Largest Waterworks Customers or Large Users (as herein provided).

(b) To the extent the Annual Information or the audited financial statements relating to the Participant referred to in paragraph (a) of this Section 5 are included in a final official statement (as that term is defined in paragraph (f)(3) of the SEC Rule) related to the Participant's obligations payable from the revenues of its Sewage Works or Waterworks (as applicable) dated within two hundred ten (210) days prior to the due date for such information for any fiscal year and filed with the Finance Authority and the MSRB, through EMMA (provided that such filing shall also be linked on EMMA to (i) the continuing disclosure site established and maintained for the Participant's Named Bonds, as described in clause (a) and (b) of such term, and (ii) if no continuing disclosure site is from time to time maintained for the Participant's Named Bonds related to its Sewage Works or Waterworks, respectively, as described in clause (a) or (b) of such term, or both such clauses, then in a continuing disclosure site to be established and maintained for a series of Bonds of the Obligated Party (as designated by the Finance Authority) payable from the net revenues of the Sewage Works or Waterworks, as applicable, and when so designated, the Participant shall provide such information as of the due date for the immediately preceding fiscal year as required by paragraph (a) of this Section 5 related to it.

(c) If any Annual Information or audited financial statements relating to the Participant referred to in paragraph (a) of this Section 5 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 Participant to the Finance Authority, to the MSRB, through EMMA, along with any other Annual Information or audited financial statements required to be provided under this Third Restated Undertaking, shall satisfy the undertaking to provide such Annual Information or audited financial statements. To the extent available, the Participant shall cause to be filed along with the other Annual Information or audited financial statements operating data similar to that which can no longer be provided.

(d) Failure to provide any component of Annual Information because it is not available to the Participant on the date by which Annual Information is required to be provided hereunder, shall not be deemed to be a breach of this Third Restated Undertaking; provided, however, that in the event such Annual Information is not available to the Participant, the Participant will provide to the Finance Authority and to the MSRB, through EMMA, in the remaining disclosure of the Annual Information, (i) a description of the Annual Information that is not available, (ii) any replacement or substitute information, (iii) whether such Annual Information is expected to be available, and (iv) if known by the Participant, the date such Annual Information will be made available to the Participant. The Participant further agrees to supplement the Annual Information filing when such data is available.

(e) Annual Information or audited financial statements required to be provided pursuant to this

Section 5 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to the MSRB, through EMMA, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB, through EMMA.

(f) Notwithstanding the two hundred ten (210) day due date for filing information pursuant to Section 5(a) and (b), in any year when notice is given after June 30th to the Potentially Obligated Person pursuant to Section 4 that it is an Obligated Person if such Obligated Person is not otherwise under a continuing disclosure obligation as described in the Participant's Official Statement or any similar undertaking by reference to the same two hundred ten (210) day due date (or an earlier due date), such information shall be filed pursuant to Section 5(a) and (b) within sixty (60) days after such Section 4 notice.

SECTION 6. Reference to Annual Financial Information and Use of the Annual Financial Information by the Finance Authority.

(a) The Obligated Person understands and agrees that the Finance Authority may use and include such Annual Information and audited financial statements relating to the Participant referred to in paragraphs (a) through (c) of Section 5 in satisfying any Finance Authority Disclosure Obligation, either by direct inclusion in any official statement (or post-issuance filing) related to Finance Authority Bonds or by use therein of cross-references to filings made with the MSRB, through EMMA, by the Participant in connection with its continuing disclosure obligations as described in the Participant's Official Statement or any similar undertaking. The Obligated Person consents to such use of the provided information for such purposes and, if requested by the Finance Authority, agrees to confirm its consent from time to time to such use of the audited financial statements relating to the Participant for such purposes.

(b) The Obligated Person agrees to deliver to the Finance Authority within thirty (30) days after any request, Annual Information and audited financial statements relating to the Participant referred to in paragraphs (a) through (c) of Section 5 to permit the Finance Authority to satisfy any Finance Authority Disclosure Obligation by the use or inclusion of such information in any official statement (or by the use or inclusion of cross-references therein to filings containing such information made with the MSRB, through EMMA, by the Obligated Person in connection with its continuing disclosure obligations as described in the Participant's Official Statement or any similar undertaking) that the Finance Authority may cause to be prepared and distributed in connection with the issuance of any Finance Authority Bonds. For purposes of this section, such Annual Information shall include (if requested by the Finance Authority and reasonably available without unreasonable expense) information for any fiscal period ending at a calendar month end no sooner than ninety (90) days prior to such request. The Obligated Person consents to such use of the provided information for such purposes and, if requested by the Finance Authority, agrees to confirm its consent from time to time to such use of the audited financial statements referred to in paragraph (a) of Section 5 relating to the Participant for such purposes.

(c) The Obligated Person understands and agrees that any Annual Information and audited financial statements provided pursuant to this Section 6, together with any information of events provided pursuant to Section 8, may be used by the Finance Authority for the purposes described in Section 2 and this Section 6, and the Obligated Person hereby agrees that it will provide upon request from the Finance Authority a certificate substantially in the form attached hereto as "Exhibit D" (a "Certificate") to the effect that such information, did not as of the date such information was filed with the Finance Authority and the MSRB, through EMMA, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In connection with the issuance of the Finance Authority Bonds, if requested by the Finance Authority, the Obligated Person agrees to confirm by any reasonable means proposed by the Finance Authority the Certificate as if it was re-dated as of such issuance date.

SECTION 7. Accounting Principles. The accounting principles pursuant to which the Participant's financial statements will be prepared shall be generally accepted accounting principles, as in effect from time to time, those described in the auditors' report and the notes accompanying the audited financial statements relating to the Participant or those mandated by State law from time to time, or any other accounting principles which do not, in the determination of the Participant, materially deviate from any of such accounting principles.

SECTION 8. Material Events. The Participant undertakes to disclose to the Finance Authority, to the MSRB, through EMMA, in a timely manner, not in excess of ten (10) business days after the occurrence of any of the following events with respect to Obligated Person Bonds (each a "Material Event")

(a) principal and interest payment delinquencies;

(b) non-payment related defaults, if material;

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

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

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

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

(g) modifications to the rights of owners of Obligated Person Bonds, if material;

(h) Bond calls (other than scheduled, mandatory sinking fund redemptions for which notice is given in accordance with the Authorizing Instruments), if material, and tender offers;

(i) defeasances;

(j) release, substitution or sale of property securing repayment of Obligated Person Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the Obligated Person;

(m) consummation of a merger, consolidation or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if

material;

(o) incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect the holders of the Obligated Person Bonds; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.

As applicable hereunder related to any Required Notice Event and except for the event listed in (o) above due to the Obligated Person's disclosure policy of filing for such events, if a determination of materiality is required, such determination of materiality shall be made jointly by the Finance Authority and the Participant in accordance with the standards established by the federal securities laws (a "Joint Materiality Determination").

The Participant may from time to time choose to provide notice to the Finance Authority, to the MSRB, through EMMA, of the occurrence of any other event with respect to Obligated Person Bonds, in addition to those listed above to the Finance Authority (an "Other Event" and collectively with any Material Event, herein, a "Required Notice Event"). Only following a Joint Materiality Determination shall such Other Event be disclosed pursuant to the undertaking in the prior sentence; *provided however*, that no such Joint Materiality Determination shall be required in order for the Obligated Person to provide regular (i.e., quarterly) financial information to the MSRB through EMMA. However, the Participant does not commit to provide any such notice of the occurrence of any Other Event except for those events set forth in (a) through (p) above.

Upon the occurrence of any (a) through (p) event with respect to Obligated Person Bonds, irrespective of materiality, the Participant shall immediately inform the Finance Authority of the event (and all related facts and circumstances) to permit a timely Joint Materiality Determination.

Nothing in this Third Restated Undertaking (including the inability of any party to this Third Restated Undertaking to make a timely Joint Materiality Determination, delay in providing notice of the occurrence of any (a) through (p) event or one party's belief that any Required Notice Event is not material) shall restrict or otherwise prevent (a) the Finance Authority from making a filing with or giving any notice to the MSRB, through EMMA, with respect to the Finance Authority Bonds (which filing and notice may include facts and circumstances related to Obligated Person Bonds (including any Required Notice Event), irrespective of the Obligated Person's view of the materiality to the Finance Authority Bonds) or (b) the Obligated Person from making filing with or giving any notice to the MSRB, through EMMA, with respect to the Obligated Person obligations other than the Bonds (which filing and notice may include facts and circumstances related to Obligated Person Bonds (including any Required Notice Event), irrespective of the Finance Authority's or the Obligated Person's view of the materiality to the Finance Authority Bonds).

SECTION 9. Notice to the Finance Authority. The Participant hereby agrees to provide to the Finance Authority a copy of any Annual Information, audited financial statements, material event notice, or notice of failure to disclose Annual Information which it files or causes to be filed under Sections 5, 8, and 11 hereof, respectively, concurrently with or prior to such filing. If such filing is made pursuant to Section 5(a)(1) hereof, such filing shall be accompanied by a certificate of an authorized representative of the Participant in substantially the form of "Exhibit A" hereto. If such filing is made pursuant to Section 5(a)(2) hereof, such filing shall be accompanied by a certificate of an authorized representative of the Participant in substantially

the form of "Exhibit B" hereto. If such filing is made pursuant to Section 8 hereof, such filing shall be accompanied by a certificate of an authorized representative of the Participant in substantially the form of "Exhibit C" hereto. Such notices may be by facsimile transmission. The Finance Authority's receipt of any information, statements, or notices pursuant to this Section 9 shall impose on the Finance Authority no duties of examination, disclosure, or dissemination with respect to such information, statements, or notices. The Finance Authority shall not be obligated to retain any information, statements, or notices received pursuant to this Third Restated Undertaking for more than ninety (90) days following its receipt thereof.

SECTION 10. Use of Agent. The Participant may, at its sole discretion, utilize an agent (the "Dissemination Agent") in connection with the dissemination of any information required to be provided by the Participant pursuant to the SEC Rule and this Third Restated Undertaking. If a Dissemination Agent is selected for these purposes, the Participant shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to the Finance Authority and to the MSRB, through EMMA.

Further, the Participant may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Participant in making judgments with respect to the scope of its obligations hereunder and compliance therewith, all to further the purposes of this Third Restated Undertaking as set forth in the preamble and Section 12 hereof.

SECTION 11. Failure to Disclose. If for any reason, the Participant fails to provide the Annual Information or notification of a material event as required by this Third Restated Undertaking, the Participant shall provide notice of such failure in a timely manner to the Finance Authority and to the MSRB, through EMMA.

SECTION 12. Remedy.

(a) The purpose of this Third Restated Undertaking is to enable the Finance Authority to comply with Finance Authority Disclosure Obligations by providing for an undertaking by the Obligated Person. This Third Restated Undertaking is solely for the benefit of the Finance Authority 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 Participant for any failure to carry out any provision of this Third Restated Undertaking shall be for specific performance of the Participant's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Participant's failure to honor their covenants hereunder shall not constitute a breach or default of the Finance Authority Bonds or Obligated Person Bonds, any Authorizing Instruments, any Financial Assistance Agreements or any other agreements to which the Participant is a party; provided that this provision shall not modify or amend any covenant made to the Finance Authority pursuant to any Financial Assistance Agreement or otherwise affect any remedies related to any such covenant in any Financial Assistance Agreement.

(b) Subject to paragraph (c) of this Section 12, the remedy set forth in the preceding paragraph may be exercised by the Finance Authority in any court of competent jurisdiction in the State of Indiana. The Finance Authority shall have no obligation to pursue any remedial action hereunder on behalf of any holder of Finance Authority Bonds or Obligated Person Bonds.

(c) Prior to pursuing any remedy for any breach of any obligation under this Third Restated Undertaking, the Finance Authority shall give notice to the Participant, by registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after the mailing of such notice, and not before,

such remedy may be pursued under this Third Restated Undertaking if and to the extent the Participant has failed to cure such breach within such fifteen (15) days.

SECTION 13. Finance Authority's Fees and Expenses. As of the effective date of this Third Restated Undertaking, the Finance Authority is not imposing a fee.

SECTION 14. Modification of Agreement. The Participant and the Finance Authority may, from time to time, amend or modify this Third Restated Undertaking by mutual agreement. The Participant may, from time to time, amend or modify this Third Restated Undertaking without the consent of the Finance Authority by providing from a nationally recognized bond counsel firm acceptable to the Finance Authority, an opinion addressed to the Finance Authority opining to the effect that:

(A) (1)(a) 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 Participant, or type of business conducted; (b) this Third Restated Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule with respect to the Finance Authority Bonds on the date hereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances; and (c) such amendment or modification does not materially impair the interests of the Finance Authority or the holders of the Finance Authority Bonds; or (2) such amendment or modification is permitted by law; and

(B) such amendment or modification will not adversely affect the Finance Authority's ability to lawfully comply with any Finance Authority Disclosure Obligation then in effect. The Finance Authority may in its discretion waive such clauses (A)(1)(c) or (B), or both, as requirements of such opinion. Additionally, such amendment or modification, together with the foregoing opinion, shall be provided to the Finance Authority at least 15 days in advance of its proposed effectiveness.

The Annual Information or audited financial statements for the fiscal year during which any such amendment or modification occurs that contains the amended or modified Annual Information or audited financial statements shall explain, in narrative form, the reasons for such amendment or modification and the impact of the change in the type of Annual Information or audited financial statements being provided.

SECTION 15. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Third Restated Undertaking and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the law of the State of Indiana.

SECTION 16. Severability Clause. In case any provision in this Third Restated Undertaking 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 17. Successors and Assigns. All covenants and agreements in this Third Restated Undertaking made by the Participant and the Finance Authority shall bind its successors, whether so expressed or not.

SECTION 18. Notices. All notices required to be given under this Third Restated Undertaking shall be made at the following addresses:

If to the Participant:

City of Fort Wayne, Indiana
Citizens Square
200 East Berry Street, Suite 425
Fort Wayne, IN 46802

If to the Finance Authority:

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

SECTION 19. Entire Agreement. This Third Restated Undertaking amends and restates the Prior Agreement in its entirety as of the date hereof.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the Participant and the Finance Authority have caused this Third Restated Undertaking to be executed as of the date first above written.

CITY OF FORT WAYNE, INDIANA

By: _____
Controller

INDIANA FINANCE AUTHORITY

By: _____
James P. McGoff
Director of Environmental Programs

EXHIBIT A

CERTIFICATE REGARDING AUDITED FINANCIAL STATEMENTS

The City of Fort Wayne, Indiana (the "City"), pursuant to the Third Amended and Restated Disclosure Undertaking Agreement, dated as of [_____, 20__] (the "Agreement"), by and between the City and the Indiana Finance Authority, hereby certifies that enclosed herewith are the audited financial statements which are required to be provided pursuant to Section 5(a)(1) of the Agreement.

Dated: _____

CITY OF FORT WAYNE, INDIANA

By: _____

Printed: _____

Title: _____

EXHIBIT B

CERTIFICATE REGARDING ANNUAL FINANCIAL INFORMATION DISCLOSURE

The City of Fort Wayne, Indiana (the "City"), pursuant to the Third Amended and Restated Disclosure Undertaking Agreement, dated as of [_____, 20__] (the "Agreement"), by and between the City and the Indiana Finance Authority, hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Agreement) which is required to be provided pursuant to Section 5(a)(2) of the Agreement.

Dated: _____

CITY OF FORT WAYNE, INDIANA

By: _____

Printed: _____

Title: _____

EXHIBIT C

CERTIFICATE REGARDING MATERIAL EVENT DISCLOSURE

The City of Fort Wayne, Indiana (the "City"), pursuant to the Third Amended and Restated Disclosure Undertaking Agreement, dated as of [_____, 20__] (the "Agreement"), by and between the City and the Indiana Finance Authority, hereby certifies that the information enclosed herewith constitutes notice of the occurrence of an event which is required to be provided pursuant to Section 8 of the Agreement.

Dated: _____

CITY OF FORT WAYNE, INDIANA

By: _____

Printed: _____

Title: _____

EXHIBIT D

CERTIFICATE OF PARTICIPANT

This certification is being given by the City of Fort Wayne, Indiana (the "Participant"), as an Obligated Person, to and at request of the Indiana Finance Authority (the "Finance Authority"), pursuant to the Third Amended and Restated Disclosure Undertaking Agreement (the "SRF Disclosure Agreement"), dated as of [_____, 20__], by and between the Participant and the Finance Authority, pursuant to Section 6 of such SRF Disclosure Agreement to permit the Finance Authority to satisfy the Finance Authority Disclosure Obligation. Capitalized terms contained in this Certificate and not otherwise defined in this Certificate are intended to have the meanings ascribed to them in the SRF Disclosure Agreement. The Participant consent to its use for the purposes herein and therein described.

On behalf of the Participant, the undersigned hereby certify as of _____, 20___ (the "Dated Date") as follows:

(1) The following information filed by the Participant with the MSRB, through the EMMA, as required by the SRF Disclosure Agreement:

a.) the financial information, including the audited financial statements of the Participant for the fiscal year ended December 31, 20___, as filed on _____; and

b.) operating data of the following type related to the Sewage Works of the Participant: _____, as filed on _____; and

c.) operating data of the following type related to the Waterworks of the Participant: _____, as filed on _____ (collectively, "Annual Information")

did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(2) No Required Notice Event was required to be, or has been, provided to the MSRB, through EMMA, to comply with the SRF Disclosure Agreement.

(3) The Participant has caused to be timely met its obligation to file with the MSRB, through EMMA, Annual Information, audited financial statements and notice of any Required Notice Event, each of the type and in the manner required by the SRF Disclosure Agreement.

(4) The Participant has been in compliance with the SRF Disclosure Agreement (and each of its continuing disclosure undertaking agreements entered into to meet the requirements of the SEC Rule) in all material respects during the last five years.

[In addition, the undersigned hereby further certifies that, as of the Dated Date, the information relating to the Participant included in the Preliminary Official Statement for the Finance Authority's State Revolving Fund Program [Refunding] Bonds, Series 20___ (the "IFA's SRF Bonds"), dated _____, 20___ (the "Finance Authority Preliminary Official Statement"), under the caption "APPENDIX A: PARTICIPANTS – City of Fort Wayne" (an excerpted copy of which is attached as Annex 1 hereto) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading. The Participant approves of the use of such information set forth under such caption in the Finance Authority Preliminary Official Statement and in any final Official Statement of the Finance Authority in connection with the sale of the IFA's SRF Bonds.]

Dated as of the above Dated Date.

CITY OF FORT WAYNE, INDIANA

By: _____

Printed: _____

Title: _____

Annex 1

EXCERPT FROM
Preliminary Official Statement for
the Finance Authority's
State Revolving Fund Program [Refunding] Bonds, Series 20___
APPENDIX A: PARTICIPANTS

[Insert disclosure is specific to the Participant]

EXHIBIT F
Form of Certificate of the Participant

CERTIFICATE OF PARTICIPANT

This certification is being given by the City of Fort Wayne, Indiana (the "Participant"), as an Obligated Person, to and at request of the Indiana Finance Authority (the "Finance Authority"), pursuant to the Third Amended and Restated Disclosure Undertaking Agreement (the "SRF Disclosure Agreement"), dated as of [_____, 20__], by and between the Participant and the Finance Authority, pursuant to Section 6 of such SRF Disclosure Agreement to permit the Finance Authority to satisfy the Finance Authority Disclosure Obligation. Capitalized terms contained in this Certificate and not otherwise defined in this Certificate are intended to have the meanings ascribed to them in the SRF Disclosure Agreement. The Participant consent to its use for the purposes herein and therein described.

On behalf of the Participant, the undersigned hereby certify as of _____, 20___ (the "Dated Date") as follows:

(1) The following information filed by the Participant with the MSRB, through the EMMA, as required by the SRF Disclosure Agreement:

a.) the financial information, including the audited financial statements of the Participant for the fiscal year ended December 31, 20___, as filed on _____; and

b.) operating data of the following type related to the Sewage Works of the Participant: _____, as filed on _____; and

c.) operating data of the following type related to the Waterworks of the Participant: _____, as filed on _____ (collectively, "Annual Information")

did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(2) No Required Notice Event was required to be, or has been, provided to the MSRB, through EMMA, to comply with the SRF Disclosure Agreement.

(3) The Participant has caused to be timely met its obligation to file with the MSRB, through EMMA, Annual Information, audited financial statements and notice of any Required Notice Event, each of the type and in the manner required by the SRF Disclosure Agreement.

(4) The Participant has been in compliance with the SRF Disclosure Agreement (and each of its continuing disclosure undertaking agreements entered into to meet the requirements of the SEC Rule) in all material respects during the last five years.

[In addition, the undersigned hereby further certifies that, as of the Dated Date, the information relating to the Participant included in the Preliminary Official Statement for the Finance Authority's State Revolving Fund Program [Refunding] Bonds, Series 20___ (the "IFA's SRF Bonds"), dated _____, 20___ (the "Finance Authority Preliminary Official Statement"), under the caption "APPENDIX A: PARTICIPANTS – City of Fort Wayne" (an excerpted copy of which is attached as Annex 1 hereto) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading. The Participant approves of the use of such information set forth under such caption in the Finance Authority Preliminary Official Statement and in any final Official Statement of the Finance Authority in connection with the sale of the IFA's SRF Bonds.]

Dated as of the above Dated Date.

CITY OF FORT WAYNE, INDIANA

By: _____

Printed: _____

Title: _____

Annex 1

EXCERPT FROM
Preliminary Official Statement for
the Finance Authority's
State Revolving Fund Program [Refunding] Bonds, Series 20___
APPENDIX A: PARTICIPANTS

[Insert disclosure is specific to the Participant]

Leading the Way
to
Get the Lead Out



Matthew Wirtz, Deputy Director of Engineering

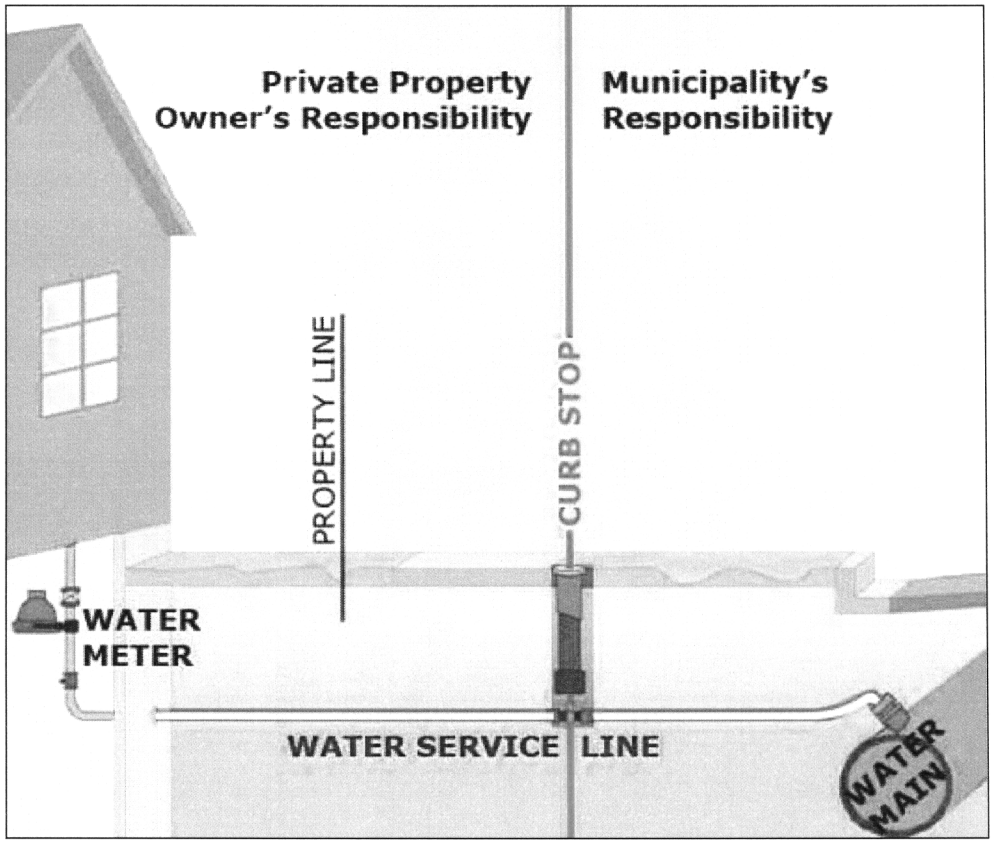
Helping Customers

CITY UTILITIES
WATER THAT WORKS

- City Utilities leads in addressing issues of concern, protecting customers
- Old lead water lines are hidden dangers, remnants of another building era
- City Utilities has helped customers remove lead since 2018
- Sought a major grant from State Revolving Loan Fund
- Received $11 million

Residential Water Service Lines

CITY UTILITIES
WATER THAT WORKS



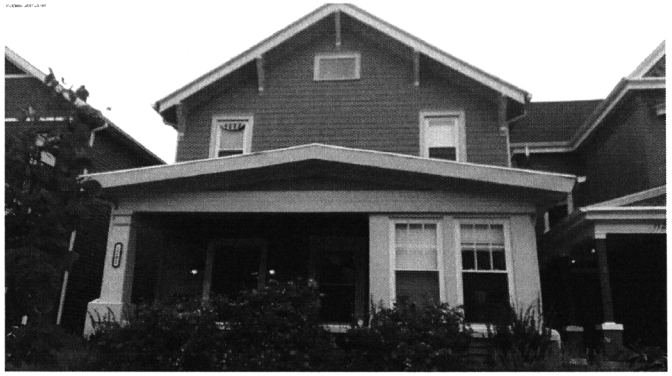
Age of Home and Possible Lead Service Lines

CITY UTILITIES
WATER THAT WORKS

- Homes built before 1937 likely have lead service lines
- Homes built between 1937 and 1951 may have lead service lines



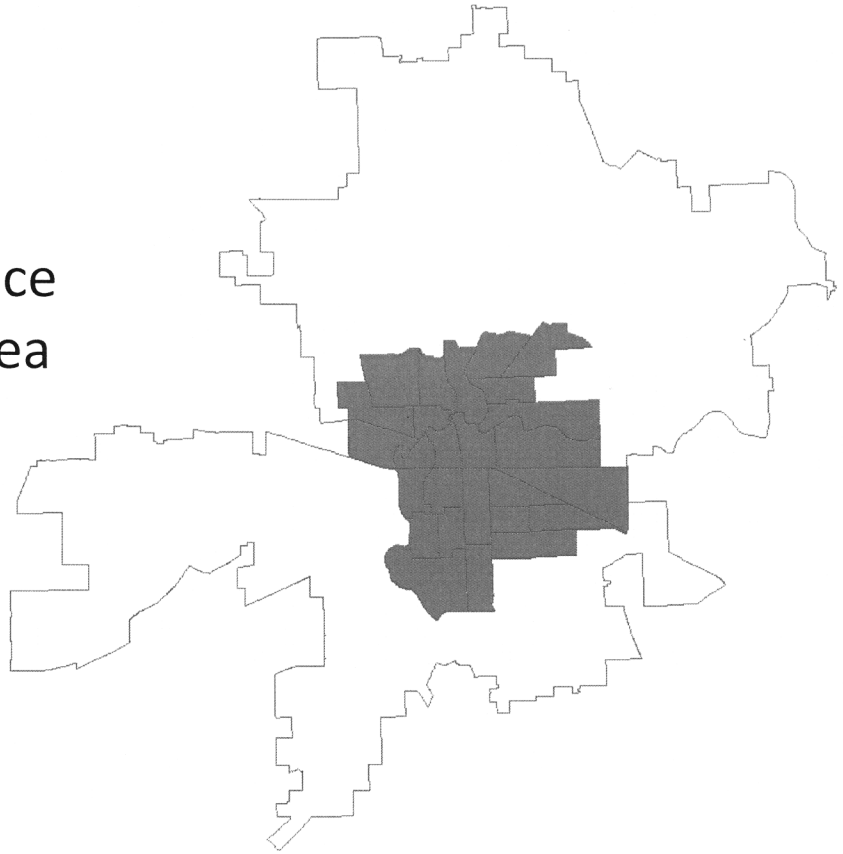




Based on Age of Home
Approx. Area of Potential for Lead Services

CITY UTILITIES
WATER THAT WORKS

Current estimate is approx. 14,500 residential lead service lines remaining in area



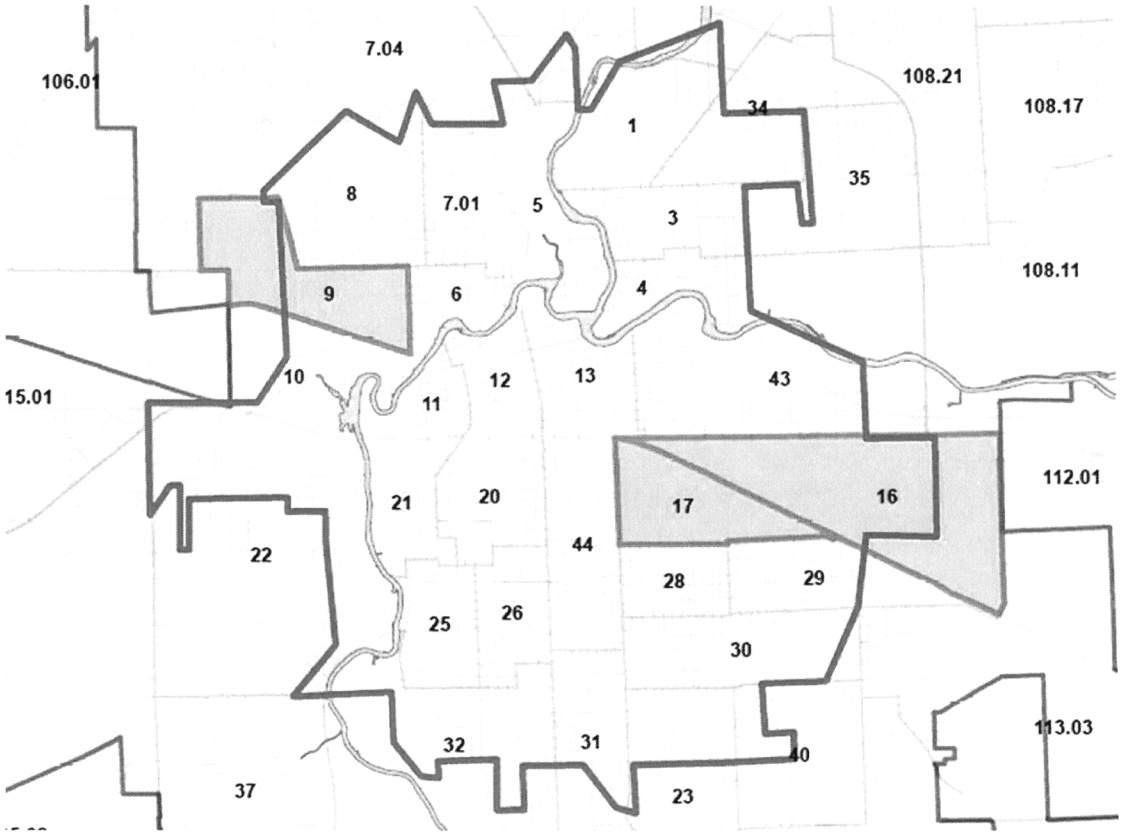
Lead Service Replacement Program

CITY UTILITIES
WATER THAT WORKS

- CU working ahead to meet Federal mandate for Lead Service Replacement (LSR) replacement
- Proactive revolving fund, with homeowner loans and bulk pricing began in 2018 helping nearly 600 residents to change out the lead line on their property
- Federal requirements
  - Inventory must be turned into EPA by 2024
  - Provide information to public (webpage) on their water service line material
- CU plan: Partner with property owners to have private LSR completed in next 20-25 years
- CU secured funds to assist lower income families with their lead line replacement

Proposed Primary LSR Areas 2023-2025

CITY UTILITIES
WATER THAT WORKS



Proposed LSR Areas 2023-2025

CITY UTILITIES
WATER THAT WORKS

Geography Allen County, Indiana	MHI	% Poverty	% of Population Age 0-17	% Housing Units Renter Occupied	% Residential	% Homes Sampled to Date	% Samples 10ppb and up	% Lead Service Estimated	Average Age of Home	Up to $14,999	$15,000 to $24,999	$25,000 to $34,999	$35,000 to $44,999	$45,000 or more
Census Tract 16	$24,146	44.8%	35.4%	48.4%	98.3%	1.8%	29.4%	79%	1939	26%	27%	11%	6%	30%
Census Tract 17	$22,722	47.7%	43.2%	84.7%	88.0%	16.5%	19.8%	90%	1951	31%	28%	18%	7%	16%
Census Tract 9	$34,239	28.2%	20.8%	42.6%	95.9%	4.0%	34.7%	71%	1937	14%	14%	24%	13%	35%

Proposed 2023 Water Bond

CITY UTILITIES
WATER THAT WORKS

- Replace 2,100 lead water service lines (approx. 15% of all)
  - (public and private portions)
- Total Estimated Cost: $11,191,300
- SRF Forgivable Loan (Grant): $8,953,040 (80%)
- 0% Interest Loan: $2,238,260 (20%)
- No need for additional rate increase to support this 2023 project / bond

CU Proposed LSR Program - Low Income Assistance

CITY UTILITIES
WATER THAT WORKS

- In addition to ability to use current CU program and 10yr financing
- Proposed cost assistance based on Household Income
  - Less than $15,000 = 90% off
    - At $2,600 = Homeowner share financed over 10 yrs - $2.89/Month
  - $15,000 – $25,000 = 75% off
    - At $2,600 = Homeowner share financed over 10 yrs - $7.22/Month
  - $25,000 - $35,000 – 50% off
    - At $2,600 = Homeowner share financed over 10 yrs - $14.33/Month
  - $35,000 - $45,000 – 25% off
    - At $2,600 = Homeowner share financed over 10 yrs - $21.65/Month

Benefits of CU Lead Service Replacement (LSR) Program

CITY UTILITIES
WATER THAT WORKS

- Don't have to get their own quotes
  - *Still can if want and have CU prices to compare their quotes against*
- Prequalified contractors by CU
- Competitive pricing obtained by CU
- Trenchless technology - minimize disruption to yards and homes
- Contractors understand program requirements and expectations
- Speeds up process of getting work done
- Cost savings / efficiency
- Ability for property owner to finance LSR cost through CU - *contractor paid by CU and customer pays back CU over 10-year period through a charge added to their monthly water bill*

BILL NO. S-22-09-19

REPORT OF COMMITTEE ON CITY UTILITIES

September 27, 2022

Thomas Didier Chair
Glynn Hines Co-Chair
All Council Members

An Ordinance of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said City, providing for the safeguarding of the interests of the owners of said bonds, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith

The estimated cost of construction of the Project will not exceed the sum of $13,000,000

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

LANA R. KEESLING
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Didier.
Read the second time by title and referred to the City Utilities Committee.
Read the third time in full and on motion by Councilperson Didier, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
ARP	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
DIDIER	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HINES	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐
TUCKER	☒	☐	☐	☐

DATED: September 27, 2022

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-22-09-19AA on the 27th day of September, 2022

ATTEST:

Lana R. Keesling
LANA R. KEESLING
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of September 2022, at the hour of _____ o'clock A.M. E.S.T.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 7TH day of OCTOBER 2022, at the hour of 10:00 o'clock AM. E.S.T.

FORT WAYNE, INDIANA
RECEIVED
OCT 07 2022
LANA R. KEESLING
CITY CLERK

THOMAS C. HENRY, MAYOR