

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 5, 2016

**NEW ISSUE
BOOK-ENTRY-ONLY**

NON-RATED

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”), under existing laws, interest on the Bonds is exempt from income taxation in the State of Indiana, except for the State financial institutions tax. See “TAX MATTERS” herein and APPENDIX C attached hereto.

\$1,950,000

**Town of Schererville, Lake County, Indiana
Taxable General Obligation Bonds, Series 2016**

Dated: Date of Delivery

Due: As Noted Inside the Front Cover

The Town of Schererville, Lake County, Indiana, Taxable General Obligation Bonds, Series 2016 (the “Bonds”) will be issued by the Town of Schererville, Lake County, Indiana (the “Town”) in fully registered form, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Principal of, interest on and premium, if any, on the Bonds are payable at the office of _____, as Registrar and Paying Agent (the “Registrar and Paying Agent”). The Bonds will be issued pursuant to Town Ordinance No. 1888, adopted by the Town Council on September 14, 2016 (the “Ordinance”). Interest on the Bonds is payable on January 15 and July 15 of each year, commencing on July 15, 2017.

The Bonds are being issued to provide funds to pay for (i) the acquisition of land to be used for the park department and funds for minor improvements on the acquired land to assist in making it ready for projects and (ii) certain incidental expenses in connection of the issuance of the Bonds.

The Bonds are a general obligation of the Town, payable from the Town’s pledge of an ad valorem property tax to be levied on all taxable property within the boundaries of the Town. See “SOURCE OF PAYMENT AND SECURITY FOR THE BONDS” herein.

The Bonds are **not** subject to optional redemption prior to maturity but may be aggregated into one (1) or more term bonds (the “Term Bonds”) payable from mandatory sinking fund redemption payments. See “REDEMPTION”.

The Bonds are being offered when, as and if issued by the Town and received by the initial purchaser, subject to prior sale, withdrawal or modification of the offer without notice and to the unqualified opinion as to the legality of the Bonds by Barnes & Thornburg LLP, Indianapolis, Indiana. Additionally, certain legal matters will be passed upon for the Town by its Counsel, Austgen Kuiper Jasaitis P.C., Crown Point, Indiana. It is expected that the Bonds will be available for delivery to The Depository Trust Company in New York, New York on or about October __, 2016.

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

This Preliminary Official Statement and information contained herein are subject to completion or amendment without notice. These Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these Bonds in any jurisdiction to which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$1,950,000
TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA
TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016

The Bonds will mature on January 15 and July 15 in the years and amounts as follows:

Base CUSIP* _____

<u>Date</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Yield</u>	CUSIP*
7/15/2017	\$75,000			
1/15/2018	90,000			
7/15/2018	90,000			
1/15/2019	90,000			
7/15/2019	90,000			
1/15/2020	95,000			
7/15/2020	95,000			
1/15/2021	95,000			
7/15/2021	95,000			
1/15/2022	95,000			
7/15/2022	100,000			
1/15/2023	100,000			
7/15/2023	100,000			
1/15/2024	100,000			
7/15/2024	105,000			
1/15/2025	105,000			
7/15/2025	105,000			
1/15/2026	105,000			
7/15/2026	110,000			
1/15/2027	110,000			

**CUSIP numbers shown have been provided by an organization not affiliated with the Town. The Town is not responsible for the selection of CUSIP numbers, nor does it make any representation as to such numbers.*

IN CONNECTION WITH THIS OFFERING, THE PURCHASER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized by the Town to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Town. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities described herein by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained by the Town and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the securities described herein shall, under any circumstances, create any implication that there has been no change in the affairs of the Town since the date of delivery of the Bonds described herein to the initial purchasers thereof. However, upon delivery of the securities, the Town will provide a certificate stating that there have been no material changes in the information contained in the Final Official Statement since its delivery.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TOWN AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT; ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE PURCHASER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE PURCHASER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION AND REASONABLY BELIEVES SUCH INFORMATION TO BE ACCURATE AND COMPLETE, BUT THE PURCHASER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE TOWN HAS HEREBY DEEMED THE INFORMATION CONTAINED HEREIN TO BE "FINAL" AS OF ITS DATE FOR PURPOSES OF RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION, AS AMENDED (THE "SEC RULE"), EXCEPT FOR PERMITTED OMISSIONS, INCLUDING THE OFFERING PRICES, THE INTEREST RATES, THE SELLING COMPENSATION, THE AGGREGATE PRINCIPAL AMOUNT, THE PRINCIPAL AMOUNT PER MATURITY, THE DELIVERY DATES AND OTHER TERMS OF THE BONDS DEPENDING ON SUCH MATTERS.

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in the Rule, the Town will enter into a Continuing Disclosure Agreement. For a description of the Continuing Disclosure Agreement, see "CONTINUING DISCLOSURE".

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

Town Council

Michael A. Troxell, President
Thomas J. Schmitt, Vice President
Jerry Tippy
Kevin Connelly
Rob Guetzloff

Clerk-Treasurer

Janice M. Malinowski, IAMC, MMC

Town Manager

Robert Volkmann

Town Attorney

Austgen Kuiper Jasaitis P.C.
Crown Point, Indiana

Bond Counsel

Barnes & Thornburg LLP
Indianapolis, Indiana

Municipal Advisor

London Witte Group, LLC
Indianapolis, Indiana

Purchaser

Registrar and Paying Agent

_____, _____

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PRELIMINARY OFFICIAL STATEMENT

\$1,950,000

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016

INTRODUCTION

This Official Statement of the Town of Schererville, Lake County, Indiana (the “Town”), including the cover page and appendices, is provided for the purpose of setting forth information concerning the Town’s \$1,950,000 Taxable General Obligation Bonds, Series 2016 (the “Bonds”), issued pursuant to Town Ordinance No. 1888, adopted by the Town Council on September 14, 2016 (the “Ordinance”). _____, _____, _____ has been selected by the Town to serve as Registrar and Paying Agent (the “Registrar” and “Paying Agent”) in association with the issuance of the Bonds.

The Bonds are being issued to provide funds to pay for (i) reimbursement to the Kennedy Avenue TIF Fund for the acquisition of land to be used for to the park department and funds for minor improvements on the acquired land to assist in making it ready for projects and (ii) certain incidental expenses in connection of the issuance of the Bonds.

The Bonds are a general obligation of the Town, payable from the Town’s pledge of an ad valorem property tax to be levied on all taxable property within the boundaries of the Town. See “SOURCE OF PAYMENT AND SECURITY FOR THE BONDS” herein and the discussion of the Estimated Circuit Breaker Tax Credit for the Town under the heading “CIRCUIT BREAKER TAX CREDIT”.

The summaries of and references to all documents, statutes, and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each document, statute, or instrument. Terms not defined in this Official Statement shall have the meaning set forth in the respective documents.

Investors should read the entire Official Statement to obtain necessary information essential to the making of an informed investment decision.

PURPOSE OF THE ISSUE

The Bonds are being issued to provide funds to pay for (i) the acquisition of land to be used for the park department and funds for minor improvements on the acquired land to assist in making it ready for projects and (ii) certain incidental expenses in connection of the issuance of the Bonds.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds from the Bonds are expected to be applied as follows:

Sources of Funds:*

Principal Amount of Bonds	\$ 1,950,000.00
Net Reoffering Premium/(Discount)	<hr/>
Total Sources of Funds	<hr/> <hr/> \$ -

Uses of Funds:*

Deposit to Project Fund	\$ -
Costs of Issuance, including Purchaser's discount	<hr/>
Total Uses of Funds	<hr/> <hr/> \$ -

**Preliminary, subject to change.*

SOURCE OF PAYMENT AND SECURITY FOR THE BONDS

The Bonds will be issued in accordance with applicable Indiana law and the Ordinance and will constitute general obligations of the Town, payable from an ad valorem property tax levied on all taxable property within the boundaries of the Town. The Town is limited to the issuance of direct debt not to exceed two percent (2%) of one-third (1/3) of the assessed valuation of property within the Town.

For more information regarding the Town, including economic and financial information, see APPENDIX A – “GENERAL AND ECONOMIC INFORMATION ABOUT THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA”. For more information regarding the assessment and collection of property taxes in Indiana, see the caption “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION”.

Under IC 6-1.1-20.6-10, political subdivisions (including the Town) are required by law to fully fund the payment of their debt obligations payable from ad valorem property taxes in an amount sufficient to pay any debt service or lease rentals on outstanding obligations, regardless of any reduction in property tax collections due to the application of Circuit Breaker Tax Credits. (See “Circuit Breaker Tax Credits” below.) Upon the failure of a political subdivision to pay any of the political subdivision's debt service obligations during a calendar year when due, the Treasurer of the State of Indiana, upon being notified of the failure by a claimant, shall pay the unpaid debt service obligations that are due from money in the possession of the State that would otherwise be available for distribution to the political subdivision under any other law, deducting the payment from the amount distributed.

While the above description is based upon current Indiana law, the General Assembly may make amendments to such statutes, and therefore, there is no assurance of future events. See “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION”.

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

Generally, real and personal property in the State of Indiana (the “State”) is assessed each year as of March 1 in a year ending before January 1, 2016, and as of January 1 in a year beginning after December 31, 2015. On or before August 1 each year, each county auditor must submit a statement of the assessed value for the ensuing year to the Department of Local Government Finance (the “DLGF”) in the manner prescribed by the DLGF. The DLGF shall make the certified statement available on the DLGF’s computer gateway.

By statute, the budget, tax rate and levy of a local political subdivision (except for any school corporation which elects to have a budget year from July 1 of a year through June 30 of the following year) must be established no later than November 1. The budget, tax levy and tax rate are subject to review, revision, reduction or increase by the DLGF. The DLGF must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each county auditor prepares and delivers to the Auditor of State and the county treasurer the final abstract of property taxes within that county. The county treasurer mails tax statements the following April (but mailing may be delayed due to reassessment or other factors). Unless the mailing of tax bills is delayed, property taxes are due and payable to the county treasurer in two (2) installments on May 10 and November 10. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; provided, that so long as the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 11 and November 11 of each year after one (1) year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Real property becomes subject to tax sale procedures on June 30 if a delinquency of more than \$25 then exists with respect to an installment due on or before May 10 of the prior year. With respect to delinquent personal property taxes, each county treasurer shall serve a demand upon each county resident who is delinquent in the payment of personal property taxes after November 10, but before August 1 of the succeeding year. Each county auditor distributes property taxes collected to the various political subdivisions on or before the June 30 or December 31 after the due date of the tax payment.

Under State law, personal property is assessed at its actual historical cost less depreciation, whereas real property assessed after February 28, 2011, must be assessed in accordance with the 2011 Real Property Assessment Manual (the “Manual”) and the Real Property Assessment Guidelines for 2011 (the “Guidelines”), both published by the DLGF, pursuant to 50 Indiana Administrative Code 2.4 (the “Rule”). The purpose of the Rule is to accurately determine “true tax value” as defined in the Manual and the Guidelines, not to mandate that any specific assessment method be followed. The Manual defines “true tax value” for all real property, other than agricultural land, as “the market value in use of a property for its current use, as reflected by the utility received by the owner or a similar user from that property.” In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and certain provisions of the Indiana Code. The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease in administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free

to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of real property. The Manual specifies the standards for accuracy and validation that the DLGF will use to determine the acceptability of any alternate appraisal method.

The intent of the DLGF is that an assessment determined by an assessing official in accordance with the Rule and the Manual and Guidelines shall be presumed to be correct. Any evidence relevant to the true tax value of the real property as of the assessment date may be presented to rebut the presumption of correctness of the assessment. Such evidence may include an appraisal prepared in accordance with generally recognized appraisal standards; however, there is no requirement that an appraisal be presented either to support or to rebut an assessment. Instead, the validity of the assessment shall be evaluated on the basis of all relevant evidence presented. Whether an assessment is correct shall be determined on the basis of whether, in light of the relevant evidence, it reflects the real property's true tax value.

There are certain credits, deductions and exemptions available for various classes of property. For instance, real property may be eligible for certain deductions for mortgages, solar energy heating or cooling systems, wind power devices, hydroelectric power devices and geothermal energy heating or cooling devices and if such property is owned by the aged. Residential real property may be eligible for certain deductions for rehabilitation. Real property which is the principal residence of the owner thereof is entitled to certain deductions and may be eligible for additional deductions, and if such owner is blind or disabled, such property may also be eligible for additional deductions. Buildings designed and constructed to systematically use coal combustion products throughout the building may be eligible for certain deductions. Tangible property consisting of coal conversion systems and resource recovery systems may be eligible for certain deductions. Tangible property or real property owned by disabled veterans and their surviving spouses may be eligible for certain deductions. Commercial and industrial real property, new manufacturing equipment and research and development equipment may be entitled to economic revitalization area deductions. Government-owned properties and properties owned, used and occupied for charitable, educational or religious purposes may be entitled to exemptions from tax. "Assessed value" or "assessed valuation" means an amount equal to the true tax value of property, which represents the gross assessed value of such property, less any deductions, credits and exemptions applicable to such property, and is the value used for taxing purposes in the determination of tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State General Assembly, as well as when changes occur in the property due to new construction or demolition of improvements. The current reassessment was effective as of the March 1, 2012 assessment date, and affects taxes payable beginning in 2013. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor was and is required to prepare and submit to the DLGF a reassessment plan for its county. The DLGF must complete its review and approval of the reassessment plan before March 1, 2015, and January 1 of each subsequent year that follows a year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four different groups of parcels. Each group of parcels must contain approximately 25% of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four-year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins.

For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than 25% of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one year. However, a plan must cover a four-year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan was required to begin on July 1, 2014, and was required to be completed on or before January 1, 2015.

In addition, the assessed value of real property will be annually adjusted to reflect changes in market value, based, in part, on comparable sales data, in order to account for changes in value that occur between reassessments. This process is generally known as "Trending."

When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner must first request in writing a preliminary conference with the county or township official who sent the owner such written notification. That request must be filed with such official within forty-five (45) days after the written notification is given to the taxpayer. That preliminary conference is a prerequisite to a review of the assessment by the county property tax assessment board of appeals. While the appeal is pending: (1) any taxes on real property which become due on the property in question must be paid in an amount based on the immediately preceding year's assessment, or it may be paid based on the amount that is billed; and (2) any taxes on personal property which become due on the property in question must be paid in an amount based on the assessed value reported by the taxpayer on the taxpayer's personal property tax return, or it may be paid based on the amount billed.

Prior to February 15 of each year for taxes to be collected during that year, the DLGF is required to review the proposed budgets, tax rates and tax levies of each political subdivision, including the Town, and the proposed appropriations from those levies to pay principal of and interest on each political subdivision's funding, refunding, judgment funding or other outstanding obligations, to pay judgments rendered against the political subdivision and to pay the political subdivision's outstanding lease rental obligations (collectively "bond and lease obligations") to be due and payable in the next calendar year. If it determines that the proposed levies and appropriations are insufficient to pay the bond and lease obligations, the DLGF may at any time increase the tax rate and tax levy of a political subdivision to pay such bond and lease obligations.

CIRCUIT BREAKER TAX CREDIT

Description of Circuit Breaker

The electors of the State, at the general election held on November 2, 2010, approved an amendment to the State Constitution (the "Amendment"), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds a percentage of the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). As a result of such approval, the Amendment has become a part of the State Constitution.

In particular, under the Amendment, with respect to property taxes first due and payable in 2012 and thereafter, the State General Assembly is required to limit a taxpayer's property tax liability as follows:

- (1) A taxpayer's property tax liability on tangible property, including curtilage, used as a principal place of residence by an:
 - (a) owner of property;
 - (b) individual who is buying the tangible property under a contract; or
 - (c) individual who has a beneficial interest in the owner of the tangible property (collectively, "Tangible Property");

may not exceed 1% of the gross assessed value of the property that is the basis for the determination of property taxes.

(2) A taxpayer's property tax liability on other residential property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(3) A taxpayer's property tax liability on agricultural property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(4) A taxpayer's property tax liability on other real property may not exceed 3% of the gross assessed value of the property that is the basis for the determination of property taxes.

(5) A taxpayer's property tax liability on personal property (other than personal property that is Tangible Property or personal property that is other residential property) within a particular taxing district may not exceed 3% of the gross assessed value of the taxpayer's personal property that is the basis for the determination of property taxes within the taxing district.

The Amendment provides that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Amendment described in the preceding paragraphs.

As required by the Amendment, the State General Assembly enacted amendments to I.C. § 6-1.1-20.6 (the "Statute") for the purposes of limiting a taxpayer's property tax liability and excluding property taxes imposed after being approved by the voters in a referendum from the calculation of such limits to property tax liability.

In addition, pursuant to the Statute, certain senior citizens with annual income below specified levels or their surviving spouses may be entitled to credits in addition to the Circuit Breaker Tax Credit with respect to their property tax liability attributable to their homesteads.

The application of the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Except for referendum tax levies approved by voters for the benefit of school corporations, a political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

Political subdivisions are required by law to fully fund the payments of their debt obligations, payable from ad valorem property taxes, in an amount sufficient to pay any debt service or lease rentals on such outstanding obligations, regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon the failure of a political subdivision to pay any of the political subdivision's Debt Service Obligations (as hereinafter defined) during a calendar year when due, the Treasurer of State, upon being notified of the failure by a claimant, shall pay the unpaid Debt Service Obligations that are due from money in the possession of the State that would otherwise be available for distribution to the political subdivision under any other law, deducting such payment from the amount distributed. A deduction must be made: (1) first, from local income tax distributions; and (2) second, from any other undistributed funds of the political subdivision in the possession of the State.

"Debt Service Obligations" of a political subdivision means (1) the principal and interest payable during a calendar year on bonds and (2) lease rental payments payable during a calendar year on leases of such political subdivision; which are payable from ad valorem property taxes.

The Statute categorizes property taxes levied to pay Debt Service Obligations as "protected taxes," regardless of whether the property taxes were approved at a referendum, and all other property taxes as "unprotected taxes." For property taxes due and payable in 2014 and thereafter, the total amount of revenue to be distributed to a fund for which protected taxes were imposed shall be determined as if no Circuit Breaker Tax Credit was applied. The total amount of the loss in revenue due to the application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund using the following criteria: (1) the reduction may be allocated in the amounts determined by the political subdivision using a combination of unprotected taxes of the political subdivision in those taxing districts in which the credit caused a reduction in protected taxes; and (2) the tax revenue and each fund of any other political subdivisions must not be affected by the reduction. If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit or there is not a fund receiving only unprotected taxes from which to distribute revenue, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments.

Future Changes in Law

The Town cannot predict the timing, likelihood or impact on property tax collections of any future judicial actions, amendments to the State Constitution, including legislation, regulations or rulings taken, enacted, promulgated or issued to implement the regulations, the statutes or the Amendment described above or of future property tax reform in general. In addition, there can be no assurance as to future events or legislation that may impact such regulations or statutes or the Amendment or the collection of property taxes by the Town.

Estimated Circuit Breaker Tax Credit for the Town

According to the Indiana Department of Local Government Finance (“DLGF”), the Circuit Breaker Tax Credit allocable to the Town, in budget years 2015 and 2014, were \$878 and \$1,053, respectively.

The Circuit Breaker Tax Credit amounts above do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction in local option income taxes applied to property tax relief could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

THE BONDS

General Description

The Bonds will be issued in fully registered form in the denominations of \$5,000 or any integral multiple of that amount and mature on January 15 and July 15 in the years and amounts and bear interest at the rates set forth on the inside front cover of this Official Statement.

The Bonds will be dated the date of delivery. Interest on the Bonds is payable on January 15 and July 15 of each year, commencing on July 15, 2017. Interest will be paid on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

Interest on the Bonds will be paid by the Registrar and Paying Agent on or before the business day prior to each interest payment date to the registered owners or registered assigns appearing on the registration books maintained by the Registrar as of the close of business on the first day of the month in which such interest payment date occurs. The principal of and redemption premium, if any, on the Bonds will be payable to the registered owner.

So long as DTC (as hereafter defined) or its nominee is the registered owner of the Bonds, principal of and interest on the Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and Indirect Participants, all as defined and more fully described herein.)

REDEMPTION

Optional Redemption

The Bonds are **NOT** subject to optional redemption.

Mandatory Redemption

The Bonds due on _____ (the “Term Bonds”) are subject to mandatory sinking fund redemption on January 15 and July 15 of the years and in the amounts listed below by lot in such

manner as the Registrar may determine at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the date of redemption.

TERM BOND DUE		TERM BOND DUE	
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>

The Paying Agent shall credit against the mandatory sinking fund requirement for the Term Bonds, and corresponding mandatory redemption obligation, in the order determined by the Town, any Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Paying Agent for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Paying Agent at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of that Term Bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit such Term Bond only to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Notice and Effect of Redemption

Notice of redemption shall be given by the Registrar by mailing a copy of the redemption notice, by certified or registered mail, at least thirty (30) days prior to the redemption date, unless notice is waived by the registered owner of the Bonds, to the registered owners of the Bonds to be redeemed as the names appear as of the first day of the month in which such notice is mailed. Any defect in that notice shall not affect the validity of the proceedings for the redemption of any other Bonds for which notice has been properly given.

If notice of redemption has been given and provisions for payment of the redemption price has been made, the Bonds to be redeemed shall be due and payable on the redemption date at the redemption price, and from and after the redemption date, interest on the Bonds will cease to accrue, and the Bonds will no longer be deemed outstanding.

Registration, Transfer and Exchange

The Bonds will be registerable at and may be transferable by the registered owners at the principal corporate trust office of the Registrar and Paying Agent upon surrender and cancellation through the Book-Entry-Only System, or, if none is in effect, on presentation of a duly executed written instrument of transfer. A new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

If any bond is mutilated, lost, stolen or destroyed, the Registrar and Paying Agent may execute, subject to the provisions of the Ordinance, a replacement bond or bonds of the same date, maturity and denomination. In the case of a mutilated bond, the Registrar and Paying Agent may require that the mutilated bond be presented and surrendered as a condition to executing a replacement. The Registrar and Paying Agent may charge the owner for reasonable fees and expenses in connection with replacements.

BOOK-ENTRY

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Upon issuance, one (1) fully-registered Bond Certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

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

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's

records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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

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

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

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

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

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

Revision of Book-Entry-Only System

In the event that either (i) the Town receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Bonds, or (ii) the Town elects to discontinue its use of DTC as a clearing agency for the Bonds, then the Town and the Registrar and Paying Agent will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Bonds, and to transfer the ownership of each of the Bonds, in accordance with the Ordinance.

LEGAL MATTERS

Certain legal matters incident to the issuance of the Bonds and with regard to the tax status of the interest thereon (see "TAX MATTERS") will be passed upon by Barnes & Thornburg LLP, Indianapolis, Indiana ("Bond Counsel"). A signed copy of that opinion dated and premised on the facts and laws existing as of the date of original delivery of the Bonds will be delivered to the Purchaser at the time of that original delivery. A copy of the opinion proposed to be delivered by Bond Counsel is attached as Appendix C. Additionally, certain legal matters will be passed upon for the Town by its Counsel, Austgen Kuiper Jasaitis P.C., Crown Point, Indiana.

The engagement of Bond Counsel is limited generally to the examination of the documents contained in the transcript of proceedings, and examination of such transcript of proceedings and the law incident to rendering the approving legal opinion referred to above. Bond Counsel has not been retained to pass upon any information in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information that may be prepared or made available by the Town, the Purchaser or others.

LITIGATION

To the knowledge of the Town, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin the levy and collection of taxes. To the knowledge of the Town, no litigation or administrative action or proceeding is pending or threatened concerning the issuance, validity and delivery of the Bonds. Certificates to such effect will be delivered at the time of the original delivery of the Bonds.

TAX MATTERS

Interest on the Bonds is **not** excludable from gross income for federal income tax purposes. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana ("Bond Counsel"), under existing law, interest on the Bonds is exempt from income taxation in the State for all purposes, except the State financial institutions tax. See APPENDIX C hereto for the "FORM OF BOND COUNSEL OPINION".

Although Bond Counsel will render an opinion that interest on the Bonds is exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner's particular tax status and the owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Bonds.

MUNICIPAL ADVISOR REGISTRATION

London Witte Group, LLC ("LWG") is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, LWG is providing certain specific municipal advisory services to the Town, but is neither a placement agent nor a broker/dealer.

The offer and sale of the Bonds shall be made by the Town, in the sole discretion of the Town, and under its control and supervision. The Town agrees that LWG does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction. The remedies available to the bondholders upon a default under the Ordinance are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Ordinance may not be readily available or may be limited. Under federal and State environmental laws certain liens may be imposed on property of the Town from time to time, but the Town has no reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes pledged to owners of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the Town), in a manner consistent with the public health and welfare. Enforceability of the Ordinance in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

CONTINUING DISCLOSURE

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in SEC Rule 15c2-12, as amended (the "Rule"), the Town will enter into a Continuing Disclosure Undertaking Agreement (the "CDA"), to be dated the date of the issuance of the Bonds. The form of contract is attached to this Official Statement as APPENDIX D.

The Town failed to timely file the following: (i) Annual Information for its Sewage Works Revenue Bonds, Series 2010 and its Waterworks District Refunding Bonds, Series 2010 (the "2010 Bonds") for the years ended December 31, 2011 and 2012; (ii) its audited financial statements for all outstanding bond issuances for the year ended December 31, 2011, and for its Tax Increment Revenue Bonds, Series 2005 and the 2010 Bonds, for the year ended December 31, 2012; and (iii) its unaudited financial statements for the 2010 Bonds for the years ended December 31, 2011 and 2012. Otherwise, in the previous five (5) years, the Town has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that it entered into pursuant to subsection (b)(5)(i) of Rule 15c2-12. The Town has retained London Witte Group, LLC to ensure the Town remains in compliance.

RATING

There has **not** been a rating applied for in connection with the issuance of the Bonds.

PURCHASER

The Bonds are being purchased subject to certain conditions by _____ (the "Purchaser"), in the amount equal to \$_____ (which represents the principal amount of the Bonds of \$_____, plus/(less) net reoffering premium/(discount) of \$_____, less Purchaser's discount of \$_____). The Purchaser intends to make a secondary market in the Bonds; however, no assurance can be given that such a market will develop or be maintained in the future.

The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Purchaser) at prices lower than the public offering prices stated on the inside cover of this Official Statement. The initial public offering prices of the Bonds may be changed, from time to time, by the Purchaser.

STATEMENT OF THE TOWN

The information and descriptions of documents included in this Official Statement do not purport to be complete and are expressly made subject to the exact provisions of the complete documents for details of all terms and conditions thereof relating to the Ordinance and the Bonds.

Neither this Official Statement, nor any statement which may have been made orally or in writing is to be construed as a contract with the owners of any of the Bonds. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

This Official Statement has been authorized and approved by the Town.

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

By: _____
Michael A. Troxell
Town Council President

Attest: _____
Janice M. Malinowski, IAMC, MMC
Town Clerk-Treasurer

APPENDIX A

APPENDIX A

INFORMATION RELATING TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

GENERAL INFORMATION

Location

The Town of Schererville, Lake County, Indiana (the “Town”) is located in northwest Indiana, in Lake County (the “County”). Total area included in Schererville is approximately 14.75 square miles. More specifically, it is situated on the western edge of the central third of the county, approximately (3) three miles from the Illinois state line. It is located approximately 25 miles southeast of Chicago and approximately 165 miles northwest of Indianapolis.

Transportation

The Town is located approximately eight (8) miles southwest of Interstate 65, which connects the Town to I-94 and the Indiana Toll Road (I-80-90). The Gary Chicago International Airport is the nearest major commercial airport located approximately ten (10) miles northwest of the Town. The nearest Amtrak station to the Town is located four (4) miles from the Town in the Town of Dyer.

Governance

The Town is organized as an incorporated Town and is governed by a Town Council consisting of five (5) Members. Each Member is elected by geographic ward and serves a term of four (4) years. The only other elected officials for the Town are the Clerk-Treasurer and Judge, who are both elected at-large and serve four (4) year terms. Additionally, the Town has appointed a Town Manager to serve as the chief Administrator of the Town. The Town Manager serves at the pleasure of the Town Council.

Education

The Town is served by the Lake Central School Corporation (the “School Corporation”). The School Corporation currently has six (6) elementary schools, three (3) middle schools, and one (1) high school. The nearest major universities to the Town are Indiana University Northwest located six (6) miles from the Town, Purdue University-Northwest, with a campus located approximately eight (8) miles from the Town, and Ivy Tech State College, which is located approximately eight (8) miles from the Town.

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FINANCIAL AND DEBT INFORMATION

Property Tax Rates

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Lake County (1)	\$0.6271	\$0.6138	\$0.6060	\$0.6089	\$0.5854
St. John Township	0.0111	0.0110	0.0102	0.0106	0.0105
Lake County Public Library	0.1070	0.1071	0.1083	0.1043	0.1035
Lake Central School Corporation	0.7973	0.8081	0.8584	0.8201	0.5586
Lake County Solid Waste Management District	0.0236	0.0237	0.0234	0.0231	0.0230
Town					
General	0.3718	0.3654	0.3704	0.3555	0.3379
Exempt Debt Service (2)	0.0004	0.0124	0.0117	0.0120	0.0111
Exempt Lease Rental Payment (2)	0.0537	0.0538	0.0526	0.0532	0.0507
Motor Vehicle Highway	0.0024	0.0122	0.0215	0.0206	0.0273
Ambulance / EMS Fire	0.0222	0.0220	0.0122	0.0158	0.0136
Parks & Recreation	0.0417	0.0371	0.0289	0.0318	0.0308
Park Bond	0.0172	0.0168	0.0167	0.0171	0.0146
Exempt Park Bond (2)	0.0078	0.0056	0.0112	0.0042	0.0073
Sewer	0.0017	0.0013	0.0025	0.0018	0.0018
Cumulative Capital Development	0.0482	0.0488	0.0499	0.0400	0.0372
Exempt Redevelopment Bond (2)	<u>0.0132</u>	<u>0.0084</u>	<u>0.0150</u>	<u>0.0152</u>	<u>0.0135</u>
Total Town	<u>0.5803</u>	<u>0.5838</u>	<u>0.5926</u>	<u>0.5672</u>	<u>0.5458</u>
Total Tax Rate	<u>\$2.1464</u>	<u>\$2.1475</u>	<u>\$2.1989</u>	<u>\$2.1342</u>	<u>\$1.8268</u>

(1) Does not include tax rate for Public Safety Answering Point (PSAP)-Operating.

(2) The tax rates segregated to identify certain bonds that are not subject to the property tax caps due to issuance prior to June 30, 2008.

Source: DLGF Budget Orders

Net Assessed Valuation

<u>Pay</u>	<u>Town</u>
<u>Year</u>	
2016	\$1,768,086,861
2015	1,745,059,838
2014	1,707,517,983
2013	1,692,340,881
2012	1,760,726,692

Source: DLGF Budget Orders

Record of Taxes Levied for the Town

Collection <u>Year</u>	Gross <u>Levied</u>	Circuit <u>Breaker</u>	Net <u>Levied</u>	<u>Collected</u>	Percentage <u>Collected</u>
2016	\$10,260,207	(\$1,575)	\$10,258,632	\$5,691,566 (1)	55.48%
2015	10,187,658	(878)	10,186,780	9,812,135	96.32%
2014	10,118,752	(1,053)	10,117,699	10,418,463	102.97%
2013	9,656,670	(4,476)	9,652,194	9,488,476	98.30%
2012	9,610,045	(1,216)	9,608,829	9,456,814	98.42%

(1) Reflects Spring collections only.

Source: DLGF Budget Orders and the Lake County Auditor's Office

Largest Taxpayers for the Town

<u>Taxpayer</u>	<u>Type of Business</u>	2015 Pay 2016 Assessed <u>Valuation</u>
Lake County Trust Company	Real Estate	\$30,311,600
Enbridge Energy Limited Partnership	Utility	27,886,580
RB Schererville Crossings LLC	Real Estate	27,643,600
Sherwood Lake Investors LLC	Apartment Complex	22,483,300
Northern Indiana Public Service Company	Utility	21,788,550
Crestwood Properties, LLC	Real Estate	18,953,400
AAA Supply Corporation	Construction Supplier	18,610,200
Menard Inc.	Retail	17,986,220
Pine Island Apartments, LLC	Apartment Complex	17,575,700
Lowe's Home Centers	Retail	<u>14,580,200</u>
Total		<u>\$217,819,350</u>

Source: Lake County Auditor's Office

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General Obligation Issuance Limitation

The Town is limited to the issuance of general obligation debt based upon the net assessed valuation (NAV) of property within the Town's boundaries. As of October 1, 2016, the limitation is:

	<u>Town</u>
2015 Pay 2016 - NAV	\$1,768,086,861
Statutory Limitation - 2% of 1/3 of NAV	11,787,246
Less: Debt Subject to Limitation (1)	<u>1,950,000</u>
Issuance Margin	<u>\$9,837,246</u>

(1) Include Taxable General Obligation Bonds, Series 2016, issued herein.

Per Capita Debt Service for the Town

2015 Population Estimate	28,791		
Net Assessed Valuation 2015 Pay 2016	\$1,768,086,861		
<u>Description</u>	<u>Amount</u> <u>Applicable</u>	<u>Debt Per</u> <u>Capita</u>	<u>Percentage of</u> <u>Assessed</u> <u>Valuation</u>
Total Town Direct Debt	\$1,950,000	\$68	0.11%
Total Underlying Debt	7,372,000	256	0.42%
Total Overlapping Debt	<u>107,388,659</u>	<u>3,730</u>	<u>6.07%</u>
Total	<u>\$116,710,659</u>	<u>\$4,054</u>	<u>6.60%</u>

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Direct Debt, Lease Obligations, Underlying Debt, and Overlapping Debt for the Town as of October 1, 2016

	<u>Principal Outstanding</u>	<u>Percent Applicable</u>	<u>Amount Applicable</u>
<u>Direct Debt</u>			
Taxable General Obligation Bonds, Series 2016 (1)	<u>\$1,950,000</u>	100.00%	<u>\$1,950,000</u>
<u>Underlying Debt</u>			
<u>Schererville Building Corporation</u>			
First Mortgage Refunding Bonds, Series 2011	3,642,000	100.00%	3,642,000
First Mortgage Refunding Bonds, Series 2011B	<u>1,145,000</u>	100.00%	<u>1,145,000</u>
Total Schererville Building Corporation	<u>4,787,000</u>		<u>4,787,000</u>
<u>Park District of the Town of Schererville, Indiana</u>			
Park District Bonds of 2004	1,190,000	100.00%	1,190,000
Park District Bonds, Series 2010	<u>450,000</u>	100.00%	<u>450,000</u>
Total Park District of the Town of Schererville	<u>1,640,000</u>		<u>1,640,000</u>
<u>Town of Schererville (Indiana) Redevelopment District</u>			
Special Taxing District Refunding Bonds, Series 2003	<u>195,000</u>	100.00%	<u>195,000</u>
Total Redevelopment District	<u>195,000</u>		<u>195,000</u>
<u>Town of Schererville, Indiana Waterworks District</u>			
Waterworks District Refunding Bonds, Series 2010 (2)	<u>750,000</u>	100.00%	<u>750,000</u>
Total Waterworks District	<u>750,000</u>		<u>750,000</u>
Total Underlying Debt	<u>7,372,000</u>		<u>7,372,000</u>
<u>Overlapping Debt</u>			
Lake County	92,085,000	8.27%	7,615,430
Lake County Park District	26,255,000	8.27%	2,171,289
Lake County Public Library	8,085,000	15.15%	1,224,878
Lake Central School Corporation	206,348,986	46.47%	95,890,374
Lake County Solid Waste District	4,725,000	8.27%	390,758
Lake County Convention and Visitors Bureau	<u>1,160,000</u>	8.27%	<u>95,932</u>
Total Overlapping Debt	<u>338,658,986</u>		<u>107,388,659</u>
Total Direct Debt , Underlying Debt and Overlapping Debt	<u>\$347,980,986</u>		<u>\$116,710,659</u>

(1) Issued herein.

(2) The Waterworks District Bonds of 2010 (the "Bonds") are payable from net revenues of the Waterworks District, however, if the net revenues of the waterworks district are insufficient, debt service on the Bonds is payable from a special ad valorem property tax on all taxable property within the Waterworks District.

Pension Obligations – General Overview

All employees of the Town are covered under the federal Social Security Act. Employees participate in the Public Employees' Retirement Fund ("PERF") of the State of Indiana. Information regarding the specifics of the plan (including financial statement disclosures included in the Town's audited financial statements) is available from the Town upon request.

ECONOMIC INFORMATION

Population

<u>Year</u>	<u>Town</u>		<u>County</u>	
	<u>Population</u>	<u>Percent Change</u>	<u>Population</u>	<u>Percent Change</u>
2015	28,791	-0.53%	487,865	-0.48%
2014	28,945	-0.22%	490,228	-0.24%
2013	29,010	-0.23%	491,403	-0.35%
2012	29,076	-0.40%	493,118	-0.41%
2011	29,194	-0.17%	495,153	-0.17%

Source: STATS Indiana

Employment

The table below shows the levels of employment in the Town, County, and the State of Indiana ("Indiana"). All employment statistics for 2012 through 2015 are shown as annual averages; 2016 is shown as of May 31.

<u>Year</u>	<u>Town</u>			<u>Percent Unemployed</u>		
	<u>Town</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Town</u>	<u>County</u>	<u>Indiana</u>
2016	16,513	15,714	799	4.8%	6.1%	4.3%
2015	16,004	15,208	796	5.0%	6.8%	4.8%
2014	15,971	15,063	908	5.7%	5.9%	6.2%
2013	15,367	14,375	992	6.5%	9.2%	7.5%
2012	15,100	13,897	1,203	8.0%	9.5%	8.4%

Source: Hoosiers by the Numbers

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Largest Employers in the County

<u>Employer</u>	<u>Type of Business</u>	<u>Estimated # of Employees</u>
USX Corporate Labor Relations	Labor Board	25,000
Franciscan St. Margaret Health	Healthcare	6,000
Methodist Hospitals	Healthcare	3,500
Lake County	Government	3,030
Community Hospital	Healthcare	2,800
US Steel Corporation	Manufacturing	2,200
Horseshoe Hammond	Gaming	2,200
Ameristar Casino East	Gaming	1,800
Franciscan St. Anthony Health	Healthcare	1,600
St. Anthony Assisted Living	Nursing Homes	1,220

Sources: Hoosiers by the Numbers

Per Capita Income

The table below sets forth estimated per capita income figures for the County, Indiana, and the United States.

<u>Year</u>	<u>County</u>	<u>Indiana</u>	<u>United States</u>
2015	N/A	\$40,998	\$47,669
2014	\$38,386	39,433	46,129
2013	37,797	38,622	44,765
2012	37,460	38,119	43,735
2011	35,677	36,342	42,298
2010	33,966	34,386	40,163

Note: 2015 County Per Capita Income estimate was not available at the time of this report

Source: STATS Indiana

APPENDIX B

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1888

AN ORDINANCE OF THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, APPROPRIATING THE PROCEEDS THEREOF, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council (the "Council") of the Town of Schererville, Lake County, Indiana (the "Town"), has considered undertaking various capital projects, including, but not limited to those projects described on Exhibit A attached hereto (collectively, the "Projects"); and

WHEREAS, it would be of public utility and benefit and in the best interests of the Town and its citizens to pay the costs of all or a portion of the Projects through the issuance of general obligation bonds of the Town; and

WHEREAS, the Council now deems it advisable to issue, pursuant to I.C. §36-5-2-11, I.C. §6-1.1-20-1, *et. seq.*, and other applicable provisions of the Indiana Code (collectively, the "Act"), the "Town of Schererville, Lake County, Indiana, Taxable General Obligation Bonds, Series 2016" (the "Bonds"), in one (1) or more series (with an appropriate series designation for each such series), in the original principal amount of not to exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) (the "Authorized Amount") for the purpose of providing for the payment of (i) all or a portion of the costs of the Projects, (ii) preliminary expenses related thereto and all incidental expenses incurred in connection therewith (all of which are deemed to be a part of the Projects), and (iii) the costs of selling and issuing the Bonds; and

WHEREAS, the original principal amount of the Bonds, together with the outstanding principal amount of previously issued bonds or other obligations which constitute a debt of the Town, is no more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the Town; and

WHEREAS, the amount of proceeds of the Bonds allocated to pay costs of the Projects, together with estimated investment earnings thereon, does not exceed the cost of the Projects as estimated by the Council; and

WHEREAS, under the governing statutes, it is necessary to make an appropriation to pay items to be financed with the 2016 Bonds, and it has been determined that said appropriation be made at this time; and

WHEREAS, notice has been given and this date a public hearing has been conducted regarding such appropriation, as required by current applicable Indiana law; and

WHEREAS, the Council now finds that all conditions precedent to the adoption of an Ordinance authorizing the issuance of the Bonds have been complied with in accordance with the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: Authorization for Bonds and Appropriation of Proceeds. In order to provide financing for the Projects and incidental expenses incurred in connection therewith and on account of the issuance of the Bonds, the Town shall borrow money and issue the Bonds as herein authorized. An appropriation in an amount not to exceed the Authorized Amount, together with all investment earnings thereon, shall be made to pay for the governmental purposes to be financed by the 2016 Bonds, and the funds to meet said appropriation shall be provided out of the proceeds of the 2016 Bonds in the original principal amount of not to exceed the Authorized Amount and such investment earnings. Said appropriation shall be in addition to all other appropriations provided for in the existing budget and tax levy.

SECTION TWO: General Terms of Bonds. In order to procure said loan for such purposes, the Clerk-Treasurer is hereby authorized and directed to have prepared and to issue and sell negotiable general obligation bonds of the Town, in one or more series, in the amount of not to exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000), to be designated "Town of Schererville, Lake County, Indiana, Taxable General Obligation Bonds, Series 2016" (with an appropriate additional series designation, if applicable) for the purpose of providing financing for the Projects and incidental expenses, such expenses to include without limitation all expenses of every kind incurred preliminarily to the funding of the Projects, and the costs of selling and issuing the Bonds. The final principal amount of the Bonds (not exceeding the Authorized Amount) shall be determined by the Clerk-Treasurer of the Town prior to the sale of the Bonds.

The Bonds shall be signed in the name of the Town by the manual or facsimile signature of the Town Council President of the Town and attested by the manual or facsimile signature of the Clerk-Treasurer of the Town, who shall affix the seal of the Town to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any Officer whose signature or facsimile signature appears on the Bonds shall cease to be such Officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such Officer had remained in office until delivery thereof. The Bonds shall also be authenticated by the manual signature of the Registrar (as hereinafter defined). Subject to the provisions of this Ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the applicable laws of the State of Indiana.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from *ad valorem* property taxes on all taxable property within the Town.

The Bonds shall be issued in fully registered form in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such different denominations as the Clerk-Treasurer shall determine prior to the sale of the Bonds), shall be numbered consecutively from 2016R-1 upward, and shall be originally dated as of their date of issuance. The Bonds shall bear interest payable semiannually on January 15 and July 15 of each year, beginning on July 15, 2017, at a rate or rates not exceeding six and percent (6.00%) per annum (the exact rate or rates to be determined by bidding pursuant to **SECTION SIX** of this Ordinance). Interest shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months. The Bonds shall mature serially on January 15 and July 15 of each year,

beginning on July 15, 2017, and ending not later than January 15, 2027, in such amounts as the Clerk-Treasurer, with the advice of the Town's Financial Advisor, shall determine prior to the sale of the Bonds.

All payments of interest on the Bonds shall be paid by check mailed one (1) business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which such interest payment date occurs at the addresses as they appear on the registration books kept by the Registrar (the "Registration Record"), or at such other address as is provided to the Paying Agent (as hereafter defined) in writing by such registered owner. All principal payments on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, 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.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the first (1st) day of the month in which such interest payment date occurs and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the first (1st) day of the month in which the first interest payment date occurs, in which case they shall bear interest from the original date, until the principal shall be fully paid.

Each Bond shall be transferable or exchangeable only upon the Registration Record by the registered owner thereof in person, or by his 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 his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Town, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Town, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the Town may execute and the Registrar may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the Bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Town and the Registrar, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Town and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Town and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Town, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds issued

hereunder.

SECTION THREE: Terms of Redemption. The Clerk-Treasurer, upon consultation with the Town's Financial Advisor, may designate maturities of Bonds (or portion thereof in authorized denominations) that shall be subject to optional redemption and/or maturity sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Clerk-Treasurer, upon consultation with the Town's Financial Advisor, is hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the Town. 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, and thereafter, such Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one (1) or more new registered Bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such Bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed bond.

SECTION FOUR: Appointment of Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized to serve as, or to appoint a qualified financial institution to serve as, Registrar and Paying Agent for the Bonds (the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain at its principal office or corporate trust office books for the registration and transfer of the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Clerk-Treasurer is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may, at any time, resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Clerk-Treasurer and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30)

days or upon the earlier appointment of a successor Registrar and Paying Agent by the Clerk-Treasurer. Such notice to the Clerk-Treasurer may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Clerk-Treasurer, in which event the Clerk-Treasurer may appoint a successor Registrar and Paying Agent. The Clerk-Treasurer shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to 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 bond register. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments in its possession and the bond register to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

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

2016R-
UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF LAKE

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA
TAXABLE GENERAL OBLIGATION BOND, SERIES 2016

Interest Rate	Maturity Date	Original Date	Authentication Date	[CUSIP]
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REGISTERED OWNER:

PRINCIPAL SUM: DOLLARS (\$_____)

The Town of Schererville, Lake County, Indiana (the "Town") for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above, and to pay interest thereon until the Principal Sum shall be fully paid, at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month in which such interest payment date occurs 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 July 1, 2017, in which case it shall bear interest from the Original Date, which interest is payable semiannually on January 15 and July 15 of each year, beginning on July 15, 2017. Interest shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

The principal of this bond is payable at _____ (the "Registrar" or "Paying Agent"), in _____, Indiana. All payments of interest on this bond shall be paid by check mailed one (1) business day prior to the interest payment date to the registered owner hereof as of the first day of the month in which such interest payment date occurs at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. All payments of principal of and premium, if any, on this Bond shall be made upon surrender thereof at the principal [corporate trust] office of the Paying Agent in any coin or currency of the United States of America which on the dates of such payment shall be legal tender for the payment of public and private debts.

This Bond is one (1) of an authorized issue of negotiable General Obligation Bonds of the Town, of like original date, tenor and effect, except as to denomination, numbering, interest rates, and dates of maturity, in the

total amount of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000), numbered consecutively from 2016R-1 upward, issued for the purpose of providing funds to pay for all or a portion of the costs of construction of certain capital projects, and the costs of the issuance of bonds therefor, as authorized by Ordinance No. _____ adopted by the Town Council on the ____ day of _____, 2016, entitled "AN ORDINANCE OF THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, APPROPRIATING THE PROCEEDS THEREOF, AND ALL MATTERS RELATED THERETO", (the "Ordinance"), and in accordance with I.C. § 36-5-2-11 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"). The owner of this Bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE TOWN, FROM AN *AD VALOREM* PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE TOWN.

[INSERT REDEMPTION TERMS]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each Bond to be redeemed as shown on the registration record of the Town except to the extent such redemption notice is waived by owners of the Bond or Bonds redeemed; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the Bonds called for redemption. The place of redemption may be determined by the Town. 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, and thereafter, such Bonds shall no longer be protected by the Ordinance, and shall not be deemed to be outstanding thereunder.

This Bond is subject to defeasance prior to payment as provided in the Ordinance.

If this Bond shall not be presented for payment on the date fixed therefor, the Town may deposit in trust with the Paying Agent, or another paying agent, an amount sufficient to pay such Bond, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Town shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the office of the Registrar by the Registered Owner 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 the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Town, any Registrar and any Paying Agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds maturing in any one (1) year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

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 Town of Schererville, Lake County, Indiana, has caused this Bond to be executed in its corporate name by the manual or facsimile signatures of its duly elected, qualified and acting

Town Council President, and its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk-Treasurer of the Town.

TOWN OF SCHERERVILLE, LAKE
COUNTY, INDIANA

By: _____
Town Council President

(SEAL)

ATTEST:

Clerk-Treasurer

It is hereby certified that this Bond is one (1) of the Bonds described in the within-mentioned Ordinance duly authenticated by the Registrar.

_____, as Registrar

By: _____
Authorized Representative

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

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and
not as tenants in common

UNIF. TRANS.
MIN. ACT

(Cust.) Custodian (Minor)

under Uniform Transfers to Minors Act of

(State)

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

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address)
\$ _____ principal amount (must be a multiple of \$5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

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.

Signature Guaranteed:

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

(End of Form of Bonds)

(b) The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One (1) definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Town and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

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

If either the Town receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the Town elects to

discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Town and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Town.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders, and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Town Council President, the Clerk-Treasurer and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of **SECTION FIVE** of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

SECTION SIX: Sale of Bonds. The Bonds shall be sold in a competitive sale. The Clerk-Treasurer shall cause to be published a notice of sale once each week for two (2) consecutive weeks in accordance with I.C. § 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Clerk-Treasurer and are available on request, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Clerk-Treasurer shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, as amended (the "SEC Rule").

As an alternative to the publication of a notice of sale, the Clerk-Treasurer may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to I.C. § 5-1-11-2(b).

All bids for the Bonds shall be sealed and shall be presented to the Clerk-Treasurer in accord with the terms set forth in the Bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date, and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding six and five-tenths percent (6.50%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one per cent. The Clerk-Treasurer shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99.0%) of the par value of the Bonds (or such higher percentage as the Clerk-Treasurer shall determine, with the advice of the Town's Financial Advisor, prior to the sale of the Bonds) and accrued interest, if any, shall be considered. The Clerk-Treasurer may require that all bids shall be accompanied by certified or cashier's checks payable to the order of the Town of Schererville, Lake County, Indiana, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Clerk-Treasurer shall have full right to reject any and all bids.

After the Bonds have been properly sold and executed, the Clerk-Treasurer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

The Clerk-Treasurer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

SECTION SEVEN: Use of Bond Proceeds. Any premium received at the time of delivery of the Bonds will be applied to payments on the Bonds on the earliest interest payment dates. The remaining proceeds received from the sale of the Bonds shall be deposited into the Town of Schererville, Lake County, Indiana, Project Fund (the "Project Fund"). The proceeds deposited into the Project Fund shall be expended only for the purpose of paying expenses incurred in connection with the Projects, together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Project Fund after the completion of the Projects that is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law.

SECTION EIGHT: Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such Bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-

callable 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, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance.

SECTION NINE: Amendments. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Town of such Ordinance or Ordinances supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bond, without the consent of the holder of each Bond so affected; or
- (b) A reduction in the principal amount of any Bond or the rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or
- (c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or
- (d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, without the consent of the holders of all Bonds then outstanding.

If the Town shall seek to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the registration books held by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental Ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one (1) year after the date of the mailing of such notice, the Town shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Town may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the

Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental Ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town or its Officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental Ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Town 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 Town and of the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental Ordinance, may be modified or altered in any respect with the consent of the Town and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Town may, from time to time and at any time, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental Ordinance; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

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

(f) To make any other change which, in the determination of the Council in its sole discretion, is not to the prejudice of the owners of the Bonds.

SECTION TEN: Approval of Official Statement. If the Clerk-Treasurer of the Town, with the advice of the Town's Financial Advisor, determines that the preparation of an Official Statement is necessary or is in the best interest of the Town, then the Clerk-Treasurer is hereby authorized to deem final an Official Statement with respect to the Bonds, as of its date, subject to completion thereof, and the Council further authorizes the distribution of the deemed Final Official Statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Clerk-Treasurer in the form of a Final Official Statement.

SECTION ELEVEN: Other Action. The appropriate Officers are hereby authorized to take all actions to obtain a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the Financial Advisors to the Town. In addition, the appropriate Officers of the Town are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Projects, the issuance of the Bonds, or any other purposes of this Ordinance.

SECTION TWELVE: No Conflict. All Ordinances, Resolutions, and Orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect that will adversely affect the rights of the holders of the Bonds, nor shall the Town adopt any Law, Ordinance or Resolution that in any way adversely affects the rights of such holders.


SECTION THIRTEEN: Severability; Interpretation. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

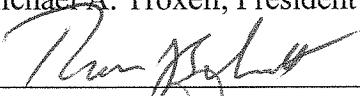
SECTION FOURTEEN: Holidays, Etc. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the Town or the City in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION FIFTEEN: Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by applicable law. Upon payment in full of the principal and interest respecting the Bonds authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance shall cease.

ALL OF WHICH IS PASSED AND ADOPTED THIS 14 DAY OF Sept, 2016,
BY THE TOWN COUNCIL OF THE TOWN OF SCHERERVILLE, LAKE COUNTY,
INDIANA.


TOWN OF SCHERERVILLE, LAKE
COUNTY, INDIANA, TOWN COUNCIL


Michael A. Troxell, President


Thomas J. Schmitt, Vice President


Rob Guetzloff, Member


Jerry Tippy, Member


Kevin Connelly, Member

ATTEST:


JANICE M. MALINOWSKI, IAMC, MMC
Clerk-Treasurer

EXHIBIT A

LIST OF THE PROJECTS

- Land acquisition
- _____

APPENDIX C

_____, 2016

Town of Schererville, Indiana
Schererville, Indiana

_____, _____

Re: Town of Schererville, Indiana, Taxable General Obligation Bonds, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Town of Schererville, Indiana (the “Issuer”) of \$1,950,000 aggregate principal amount of its Taxable General Obligation Bonds, Series 2016, dated _____, 2016 (the “Bonds”), pursuant to Ordinance No. 1888, adopted by the Town Council of the Issuer on September 14, 2016 (the “Ordinance”). In such capacity, we have examined the law and such certified proceedings and certifications and such other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Ordinance, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer and others, without undertaking to verify the same by independent investigation. We have also relied on the opinion of Austgen Kuiper Jasaitis P.C., counsel to the Issuer, dated the date hereof.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding obligations of the Issuer payable solely from *ad valorem* taxes to be levied and collected on all taxable property in the territory of the Issuer.

2. Interest on the Bonds is exempt from income taxation in the State of Indiana (the “State”) for all purposes except the State financial institutions tax.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds, and we express no opinion relating thereto.

We express no opinion regarding any tax consequences arising with respect to the Bonds, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that in our opinion the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

APPENDIX D

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”) is made this ____ day of _____, 2016, from the Town of Schererville, Indiana (the “Issuer” or the “Promisor”), to each registered owner or holder of any Bonds (as hereinafter defined) (each, a “Promisee”);

WITNESSETH THAT:

WHEREAS, the Issuer is issuing its \$1,950,000 Town of Schererville, Indiana, Taxable General Obligation Bonds, Series 2016, dated _____, 2016 (the “Bonds”), pursuant to a Bond Ordinance adopted by the Issuer on September 14, 2016 (the “Bond Ordinance”); and

WHEREAS, _____ (the “Underwriter”) is, in connection with an offering of the Bonds directly or indirectly by or on behalf of the Issuer, purchasing the Bonds from the Issuer and selling the Bonds to certain purchasers; and

WHEREAS, Rule 15c2-12 (the “Rule”), promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934, as amended (the “Act”), provides that, except as otherwise provided in the Rule, a participating underwriter (as defined in the Rule) shall not purchase or sell municipal securities in connection with an offering (as defined in the Rule) unless the participating underwriter has reasonably determined that an issuer of municipal securities (as defined in the Rule) or an obligated person (as defined in the Rule) for whom financial or operating data is presented in the final official statement (as defined in the Rule) has undertaken, either individually or in combination with other issuers of such municipal securities or obligated persons, in a written agreement or Agreement for the benefit of holders of such securities, to provide certain information; and

WHEREAS, the Promisor desires to enter into this Agreement in accordance with subsection (d)(2) of the Rule in order to assist the Underwriter in complying with the Rule; and

WHEREAS, any registered owner or holder of any Bond shall, by its payment for and acceptance of such Bond, accept and assent to this Agreement and the exchange of (i) such payment and acceptance for (ii) the promises of the Promisor contained herein.

NOW, THEREFORE, in consideration of the Underwriter’s and any Promisee’s payment for and acceptance of any Bonds, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Promisor hereby promises to each Promisee as follows:

Section 1. **Definitions.** The terms defined herein, including the terms defined above and in this **Section 1**, shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Any terms defined in the Rule, but not otherwise defined herein, shall have the meanings specified in the Rule unless the context or use clearly indicates another or different meaning or intent.

- (a) “Bond” shall mean any of the Bonds.

- (b) “Bondholder” shall mean any registered or beneficial owner or holder of any Bond.
- (c) “Final Official Statement” shall mean the Official Statement, dated _____, 2016, relating to the Bonds, including any document included therein by specific reference which is available to the public on the MSRB’s Internet Web site or filed with the Commission.
- (d) “Fiscal Year” of any person shall mean any period from time to time adopted by such person as its fiscal year for accounting purposes.
- (e) “MSRB” shall mean the Municipal Securities Rulemaking Board.
- (f) “Obligated Person” shall mean any person who is either generally or through an enterprise, fund or account of such person committed by agreement or other arrangement to support payment of all or part of the obligations on the Bonds (other than any providers of municipal bond insurance, letters of credit or liquidity facilities), for whom financial information or operating data is presented in the Final Official Statement.
- (g) “State” shall mean the State of Indiana.

Section 2. **Term.** The term of this Agreement shall commence on the date of delivery of the Bonds by the Issuer to the Underwriter and shall expire on the earlier of (a) the date of payment in full of principal of and premium, if any, and interest on the Bonds, whether upon scheduled maturity, redemption, acceleration or otherwise, or (b) the date of defeasance of the Bonds in accordance with the terms of the Bond Ordinance.

Section 3. **Obligated Person(s).** The Promisor hereby represents and warrants that, as of the date hereof:

- (a) The only Obligated Person with respect to the Bonds is the Promisor; and
- (b) Except as set forth in the Final Official Statement, there have been no instances in the five (5) years prior to the date of the Final Official Statement in which the Promisor failed to comply, in all material respects, with one (1) or more of its previous undertakings in a written Agreement or agreement specified in paragraph (b)(5)(i) of the Rule.

Section 4. **Undertaking to Provide Information.**

- (a) The Promisor hereby undertakes to provide the following to the MSRB in an electronic format as prescribed by the MSRB, either directly or indirectly through a registrar or a designated agent, for the Promisor:
 - (i) Within one hundred eighty (180) days after the close of each Fiscal Year of such Obligated Person, beginning with the Fiscal Year ending in the year after the Bonds are issued, the financial

information and operating data for such Obligated Person as identified under the heading “_____” of the Final Official Statement (the financial information and operating data set forth in Section 4(a)(i) hereof collectively, the “Annual Financial Information”);

- (ii) If not submitted as part of the Annual Financial Information, then when and if available the audited financial statements for such Obligated Person, within 60 days of receipt from the Indiana State Board of Accounts;
- (iii) Within ten (10) business days of the occurrence of any of the following events with respect to the Bonds, if material (which determination of materiality shall be made by the Promisor in accordance with the standards established by federal securities laws):
 - (A) Non-payment related defaults;
 - (B) Modifications to rights of Bondholders;
 - (C) Bond calls (other than mandatory, scheduled redemptions, not otherwise contingent upon the occurrence of an event, the terms of which redemptions are set forth in detail in the Final Official Statement);
 - (D) Release, substitution or sale of property securing repayment of the Bonds;
 - (E) The consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and
 - (F) Appointment of a successor or additional trustee or the change of name of a trustee.
- (iv) Within ten (10) business days of the occurrence of any of the following events with respect to the Bonds, regardless of materiality:
 - (A) Principal and interest payment delinquencies;
 - (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (C) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (D) Substitution of credit or liquidity providers, or their failure to perform;
 - (E) Adverse tax opinions or events affecting the tax status of the security;
 - (F) Defeasances;
 - (G) Rating changes;
 - (H) The issuance by the IRS 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 security;
 - (I) Tender offers; and
 - (J) Bankruptcy, insolvency, receivership or similar events of the Obligated Person.
- (v) In a timely manner, notice of a failure of such Obligated Person to provide required Annual Financial Information or audited financial statements, on or before the date specified in this Agreement.
- (b) Any financial statements of any Obligated Person provided pursuant to subsection (a)(i) of this **Section 4** shall be prepared in accordance with any accounting principles mandated by the applicable laws of the State, as in effect from time to time, or any other consistent accounting principles that enable market participants to evaluate results and perform year to year comparisons, but need not be audited.
- (c) Any Annual Financial Information or audited financial statements may be set forth in a document or set of documents, or may be included by specific reference to documents available to the public on the MSRB's Internet Web site or filed with the Commission.
- (d) If any Annual Financial Information otherwise required by subsection (a)(i) of this **Section 4** no longer can be generated because the operations to which it relates have been materially changed or discontinued, a statement to that effect shall be deemed to satisfy the requirements of such subsection.
- (e) All documents provided to the MSRB under this Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 5. **Termination of Obligation.** The obligation to provide Annual Financial Information, audited financial statements and notices of events under **Section 4(a)** hereof shall

terminate with respect to any Obligated Person, if and when such Obligated Person no longer remains an obligated person (as defined in the Rule) with respect to the Bonds.

Section 6. **Bondholders.** Each Bondholder is an intended beneficiary of the obligations of the Promisor under this Agreement, such obligations create a duty in the Promisor to each Bondholder to perform such obligations, and each Bondholder shall have the right to enforce such duty.

Section 7. **Limitation of Rights.** Nothing expressed or implied in this Agreement is intended to give, or shall give, to the Issuer, the Underwriter or any Obligated Person, or any underwriters, brokers or dealers, or any other person, other than the Promisor, each Promisee and each Bondholder, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Promisor, each Promisee and each Bondholder.

Section 8. **Remedies.**

- (f) The sole and exclusive remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be the remedy of specific performance by the Promisor of such obligation. Neither any Promisee nor any Bondholder shall have any right to monetary damages or any other remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement, except the remedy of specific performance by the Promisor of such obligation.
- (g) No breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall constitute a breach or violation of or default under the Bonds or the Bond Ordinance.
- (h) Any action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be instituted, prosecuted and maintained only in a state court of competent jurisdiction in Lake County, Indiana.
- (i) No action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be instituted, prosecuted or maintained by any Promisee or any Bondholder unless, prior to instituting such action, suit or other proceeding: (i) such Promisee or such Bondholder has given the Promisor notice of such breach or violation and demand for performance; and (ii) the Promisor has failed to cure such breach or violation within sixty (60) days after such notice.

Section 9. **Waiver.** Any failure by any Promisee or any Bondholder to institute any suit, action or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement, within three hundred sixty (360) days after the date such Promisee or such Bondholder first has knowledge of such breach or violation, shall constitute a

waiver by such Promisee or such Bondholder of such breach or violation and, after such waiver, no remedy shall be available to such Promisee or such Bondholder for such breach or violation.

Section 10. **Annual Appropriations.** This Agreement and the obligations of the Promisor hereunder are subject to annual appropriation by the fiscal body of the Promisor.

Section 11. **Limitation of Liability.** The obligations of the Promisor under this Agreement are special and limited obligations of the Promisor, payable solely from funds on deposit in the Promisor's Bond and Interest Account. The obligations of the Promisor under this Agreement are not and shall never constitute a general obligation, debt or liability of the Promisor or the State, or any political subdivision thereof, within the meaning of any constitutional limitation or provision, or a pledge of the faith, credit or taxing power of the Promisor or the State, or any political subdivision thereof, and do not and shall never constitute or give rise to any pecuniary liability or charge against the general credit or taxing power of the Promisor or the State, or any political subdivision thereof.

Section 12. **Immunity of Officers, Directors, Members, Employees and Agents.** No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future Officer, Director, Member, employee or agent of the Promisor, as such, either directly or through the Promisor, under any rule of law or equity, statute or constitution.

Section 13. **Amendment of Obligations.** The Promisor may, from time to time, amend any obligation of the Promisor under this Agreement, without notice to or consent from any Promisee or any Bondholder, if: (a)(i) such amendment 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 any Obligated Person, or type of business conducted, (ii) this Agreement, after giving effect to such amendment, would have complied with the requirements of the Rule on the date hereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (iii) such amendment does not materially impair the interests of any Bondholders, as determined either by (A) any person selected by the Promisor that is unaffiliated with the Promisor, the Issuer or any Obligated Person (such as any registrar under the Bond Ordinance) or (B) an approving vote of the Bondholders pursuant to the terms of the Bond Ordinance at the time of such amendment; or (b) such amendment is otherwise permitted by the Rule.

Section 14. **Assignment and Delegation.** Neither any Promisee nor any Bondholder may, without the prior written consent of the Promisor, assign any of its rights under this Agreement to any other person. The Promisor may not assign any of its rights or delegate any of its obligations under this Agreement to any other person, except that the Promisor may assign any of its rights or delegate any of such obligations to any entity (a) into which the Promisor merges, with which the Promisor consolidates or to which the Promisor transfers all or substantially all of its assets or (b) which agrees in writing for the benefit of Bondholders to assume such rights or obligations.

Section 15. **Communications.** Any information, datum, statement, notice, certificate or other communication required or permitted to be provided, delivered or otherwise given hereunder by any person to any other person shall be in writing and, if such other person is the

Promisor, shall be provided, delivered or otherwise given to the Promisor at the following address:

Town of Schererville, Indiana
10 East Joliet Street
Schererville, Indiana 46375
Attention: Clerk-Treasurer

(or at such other address as the Promisor may, by notice to the MSRB, provide), or, if such other person is not the Promisor, shall be provided, delivered or otherwise given to such other person at any address that the person providing, delivering or otherwise giving such information, datum, statement, notice, certificate or other communication believes, in good faith but without any investigation, to be an address for receipt by such other person of such information, datum, statement, notice, certificate or other communication. For purposes of this Agreement, any such information, datum, statement, notice, certificate or other communication shall be deemed to be provided, delivered or otherwise given on the date that such information, datum, notice, certificate or other communication is (a) delivered by hand to such other person, (b) deposited with the United States Postal Service for mailing by registered or certified mail, (c) deposited with Express Mail, Federal Express or any other courier service for delivery on the following business day, or (d) sent by facsimile transmission, telecopy or telegram.

Section 16. **Knowledge.** For purposes of this Agreement, each Promisee and each Bondholder shall be deemed to have knowledge of the provision and content of any information, datum, statement or notice provided by the Promisor to the MSRB on the date such information, datum, statement or notice is so provided, regardless of whether such Promisee or such Bondholder was a registered or beneficial owner or holder of any Bond at the time such information, datum, statement or notice was so provided.

Section 17. **Performance Due on other than Business Days.** If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 18. **Waiver of Assent.** Notice of acceptance of or other assent to this Agreement is hereby waived.

Section 19. **Governing Law.** This Agreement and the rights and obligations hereunder shall be governed by and construed and enforced in accordance with the applicable internal laws of the State, without reference to any choice of law principles.

Section 20. **Severability.** If any portion of this Agreement is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability and enforceability of the remaining portions of this Agreement shall not be affected, and this Agreement shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

Section 21. **Rule.** This Agreement is intended to be an agreement in which the Promisor has undertaken to provide that which is required by paragraph (b)(5) of the Rule. If and to the extent this Agreement is not such an agreement, this Agreement shall be deemed to include such terms not otherwise included herein, and to exclude such terms not otherwise excluded herefrom, as are necessary to cause this Agreement to be such an agreement.

Section 22. **Interpretation.** The use herein of the singular shall be construed to include the plural, and vice versa, and the use herein of the neuter shall be construed to include the masculine and feminine. Unless otherwise indicated, the words “hereof,” “herein,” “hereby” and “hereunder,” or words of similar import, refer to this Agreement as a whole and not to any particular section, subsection, clause or other portion of this Agreement.

Section 23. **Captions.** The captions appearing in this Agreement are included herein for convenience of reference only, and shall not be deemed to define, limit or extend the scope of intent of any rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Promisor has caused this Agreement to be executed on the date first above written.

TOWN OF SCHERERVILLE, LAKE
COUNTY, INDIANA, a Municipal
Corporation

By: _____

Janice M. Malinowski, IAMC, MMC,
Clerk-Treasurer

APPENDIX E

OFFICIAL NOTICE OF INTENT TO SELL \$1,950,000*
TOWN OF SCHERERVILLE, INDIANA, TAXABLE GENERAL OBLIGATION BONDS,
SERIES 2016

NOTICE IS HEREBY GIVEN that upon not less than twenty-four (24) hours' notice given by telephone, facsimile or otherwise, separate electronic and sealed bids will be received on behalf of the Town of Schererville, Indiana (the "Town") in care of the Town's financial advisor, London Witte Group, LLC, c/o Bob Swintz, One Independence Center, 1776 North Meridian Street, Suite 500, Indianapolis, Indiana 46202, (317) 634-4747, (317) 632-2727 (facsimile) or via e-mail to Bob.Swintz@LWGCpa.com (e-mail), in the manner as set forth herein for the purchase of the bonds of the Town designated as "Town of Schererville, Indiana, Taxable General Obligation Bonds, Series 2016" (the "Bonds"), in the aggregate principal amount of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000*), bearing interest at a rate or rates not exceeding six percent (6.0%) per annum.

**Preliminary, subject to change.*

TYPES OF BIDS ALLOWED. Bidders may submit a sealed bid (facsimile and e-mail allowed) to the Town of Schererville's financial advisor at the address described above until 11:00 a.m., Central Time (Chicago Time) on the date identified in the notice given by, or on behalf of the Town, not less than twenty-four (24) hours prior to the sale of the Bonds. It is currently anticipated that sealed bids will be requested to be submitted on or about October 13, 2016. Bids may also be submitted electronically via PARITY in accordance with this Notice of Intent to Sell Bonds. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Intent to Sell Bonds, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact the Town's financial advisor, Bob Swintz, at (317) 634-4747 or PARITY at (212) 849-5021.

FORM, MATURITY AND PAYMENT OF BONDS. Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360)-day year and shall be payable semiannually on January 15 and July 15 in each year, commencing July 15, 2017. The Bonds will be issued as fully registered bonds in book-entry-only form in denominations of \$5,000 each or any integral multiples thereof, not exceeding the aggregate principal amount of such Bonds maturing on the applicable principal payment date, and when issued, may be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. If Cede & Co. is the registered owner of the Bonds, purchasers of beneficial interests in the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such registered owner, which will in turn, remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners. The Town shall not have any liability for the failure of DTC or any DTC Participant to remit the payment or provide any notice to any Beneficial Owner. The Bonds shall be numbered consecutively from 2016R-1 upward, shall bear an original issue date which shall be the date the Bonds are issued and shall mature on the dates and in the amounts as set forth in the schedule to be provided to prospective bidders not less than twenty-four (24) hours prior to the time of bidding.

As an alternative to part or all of the maturities to be provided as set forth above, the Town will consider bids for a term bond or bonds, subject to mandatory sinking fund redemption by lot prior to maturity consistent with the dates and the amounts set forth in the schedule to be provided at a price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium.

All payments of interest on the Bonds will be paid by check or draft mailed one business day prior to each interest payment date, to the registered owners of the Bonds at the address as it appears on the registration

books kept by the Registrar and Paying Agent as of the first day of the month in which the interest payment date occurs or at such other address as is provided to the Registrar and/or Paying Agent in writing by such registered owner. Principal on the Bonds will be payable at the principal office of the Paying Agent. Notwithstanding the foregoing, so long as DTC or its nominee is the registered owner of the Bonds, principal of and interest on the Bonds will be paid directly by the Paying Agent to DTC as provided hereinbefore.

Optional redemption provisions relating to the Bonds will be provided to prospective bidders prior to the required submission date of bids for the Bonds.

INTEREST RATES. Each bid must be for all of the Bonds and must state the rate or rates of interest therefor, not exceeding the maximum per annum interest rate hereinbefore specified. Such interest rate or rates must be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1.00%). Bids specifying more than one interest rate must also specify the amount and maturities of the Bonds bearing each rate. All Bonds maturing on the same date shall bear the same rate of interest, and the interest rate bid on any maturity of Bonds shall be equal to or greater than the interest rate bid on any and all prior maturities of Bonds. Although not a term of sale, it is requested that each bid show the net dollar cost to final maturity and the net effective interest rate on the entire issue.

BIDDING DETAILS. Any person interested in submitting a bid for the Bonds must furnish written notice of such intent along with such person's name, address and telephone number, on or before 11:00 a.m., Eastern Time, October 11, 2016, to London Witte Group, LLC, c/o Bob Swintz, One Independence Center, 1776 North Meridian Street, Suite 500, Indianapolis, Indiana 46202, (317) 634-4747, (317) 632-2727 (facsimile) or via e-mail to Bob.Swintz@LWGcpa.com (e-mail). The person may also furnish a telex or facsimile number or e-mail address. The Town will cause each person so registered to be notified of the date and time bids will be received for the Bonds, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by such person and also by telex or facsimile and electronically if a telex or facsimile number or e-mail address has been furnished. No conditional bid or bids for less than ninety-nine percent (99.0%) of the par value of the Bonds will be considered. The Town reserves the right to reject any and all bids and to waive any informality in any bid. If no acceptable bid is received on the date fixed for sale of the Bonds, the sale may be continued from day to day thereafter without further advertisement for a period not to exceed thirty (30) days, but if so continued, no bid will be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for the sale.

Each of the bids for the Bonds shall (i) be sealed in an envelope marked "Bid for the Town of Schererville, Indiana, Taxable General Obligation Bonds, Series 2016;" (ii) be on the form approved by the Town, without additions, alterations or erasures, which form may be obtained from the Town's financial advisor at the address set forth herein; and (iii) be delivered to the Town's financial advisor on behalf of the Town as required hereinbefore.

AMENDMENTS. The Town reserves the right to amend any information contained in this Notice of Intent to Sell Bonds. The Town also reserves the right to postpone, from time to time, the date established for the receipt of bids on the Bonds. Any such amendment or postponement will be announced at any time prior to the date and time established for the sale. If any date fixed for the sale is postponed, any alternative sale date will be announced at least twenty-four (24) hours prior to such alternative sale date.

BASIS FOR AWARD. The sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest Net Interest Cost to the Town. The lowest Net Interest Cost is determined by computing the total interest on all of the Bonds to their maturities based upon the schedule to be provided and deducting therefrom the premium bid, if any, or adding thereto the

amount of any discount. In the event of a bidder's error in interest cost calculations, the interest rates, premium, if any, and discount, if any, set forth or incorporated by reference in the Official Bid Form will be considered as the intended bid.

GOOD FAITH DEPOSIT. The successful bidder will be required to deliver to the Town a certified or cashier's check or wire transfer consisting of immediately available funds to the Town as instructed by the financial advisor on behalf of the Town, or a or a financial surety bond in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500*) (the amount of such check, wire transfer or surety bond being referred to hereinafter as the "Deposit") within 24 hours after the bid is accepted. If a check is submitted, it must be drawn on a bank or trust company which is insured by the Federal Deposit Insurance Corporation. If a surety bond is used, it must be from an insurance company. In either case, the Deposit must be submitted to the Town within 24 hours after the bid is accepted in order to qualify the bid and shall be made payable to "Town of Schererville, Indiana" as a guarantee of the good faith of the bidder.

**Preliminary, subject to change.*

In the event the bidder to whom the Bonds are awarded shall fail or refuse to comply with the provisions of the bid and this Notice of Intent to Sell Bonds, such Deposit shall become the property of the Town and shall be taken and considered as liquidated damages of the Town on account of such failure or refusal.

The successful bidder will be required to make payment for the Bonds in Federal Reserve or other immediately available funds and accept delivery of the Bonds within five (5) days after being notified that the Bonds are ready for delivery, at a bank designated by the Town. Any premium bid must be paid in cash at the time of delivery as a part of the purchase price of the Bonds. The Bonds will be ready for delivery within sixty (60) days after the date on which the award is made, and if not deliverable within that period, the successful bidder will be entitled to rescind the sale and the good faith Deposit will be returned. Any notice of rescission must be in writing.

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

AUTHORITY, PURPOSE AND SOURCE OF SECURITY. The Bonds are being issued under the provisions of the Indiana Code for the purpose of procuring funds to finance the cost of various capital projects for use by the Town, together with the expenses necessarily incurred in connection therewith, including the expenses incurred in connection with the sale and issuance of the Bonds.

The principal of and interest on the Bonds will be payable solely from *ad valorem* taxes levied on all taxable property in the Town.

BOND DELIVERY. At the time of delivery of the Bonds, the approving opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, bond counsel, as to the validity of the Bonds, together with a transcript of bond proceedings, the printed Bonds and closing certificates in the customary form showing no litigation,

will be furnished to the successful bidder at the expense of the Town. In addition, unless bond counsel is able, on the date of delivery, to render an opinion to the effect that the interest on the Bonds is exempt from income taxation in the state of Indiana for all purposes except the state financial institutions tax, the successful bidder shall have the right to rescind the sale, and in such event the good faith deposit will be returned.

If bids are submitted by mail, they should be addressed to the Town's financial advisor, London Witte Group, LLC, c/o Bob Swintz, One Independence Center, 1776 North Meridian Street, Suite 500, Indianapolis, Indiana 46202.

OFFICIAL STATEMENT AND CONTINUING DISCLOSURE. A copy of the Preliminary Official Statement prepared at the direction of the Town may be obtained in limited quantities prior to submission of a bid by request from the Town's financial advisor, London Witte Group, LLC, Attention: Bob Swintz, One Independence Center, 1776 North Meridian Street, Suite 500, Indianapolis, Indiana 46202, Telephone: (317) 634-4747, Facsimile: (317) 632-2727, Email: Bob.Swintz@LWGcpa.com. Said Preliminary Official Statement will be in a form deemed final by the Town, pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), subject to completion as permitted by the Rule.

The Preliminary Official Statement, when further supplemented by an addendum or addenda specifying the interest rates of the Bonds, and any other information referred to in paragraph (b)(1) of the Rule, shall constitute a "Final Official Statement" of the Town with respect to the Bonds, as that term is defined in the Rule. By awarding the Bonds to a successful bidder, the Town agrees that, no more than seven (7) business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded up to thirty (30) copies of the Official Statement at the Town's expense, any additional copies to be at the expense of the underwriting syndicate. The Town designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the Town (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt of each such participating underwriter of the Final Official Statement.

In order to assist bidders in complying with paragraph (b)(5) of the Rule, the Town will undertake, pursuant to the Continuing Disclosure Agreement which shall be delivered to the successful bidder at the closing on the Bonds, to provide annual reports, certain financial information, and notices of certain events as required by Section (b)(5) of the Rule. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Dated this 21st day of September, 2016.

TOWN OF SCHERERVILLE, INDIANA

[TO BE PUBLISHED (INCLUDING POSTING ON NEWSPAPER WEBSITE) IN THE *NORTHWEST INDIANA TIMES*, THE *GARY POST-TRIBUNE*, AND THE *COURT & COMMERCIAL RECORD* ON SEPTEMBER 21, 2016 AND AGAIN ON SEPTEMBER 28, 2016, IN ACCORDANCE WITH I.C. 5-3-1.]

APPENDIX F

OFFICIAL BID FORM

**PROPOSAL FOR PURCHASE OF
TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA
TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016**

To: Robert Swintz
London Witte Group, LLC
1776 North Meridian Street, Suite 500
Indianapolis, Indiana 46202
Phone: (317) 634-4747
Fax: (317) 632-2727
Email: Bob.Swintz@LWGcpa.com

The undersigned herewith submits its sealed proposal for the purchase of the following:

Designation of Issue:	Town of Schererville, Lake County, Indiana Taxable General Obligation Bonds, Series 2016 (the "Bonds")
Amount of Issue:	\$1,950,000 (Preliminary, subject to change)
Bids Due By:	Thursday, October 13, 2016, 12:00 PM EDT (11:00 AM CT)
Dated:	Date of Delivery (Tentatively, Thursday, October 27, 2016)
Interest:	Payable semiannually on January 15 and July 15, commencing July 15, 2017
Denomination:	\$5,000 and integral multiples thereof
Other:	A bid may designate that a given maturity or maturities shall constitute a term bond, and the annual amounts set forth below shall constitute the mandatory sinking fund redemption requirements for such term bond or bonds. For purposes of computing net interest cost, the mandatory redemption amounts shall be treated as maturing on the dates set forth in the schedule set forth on the following page.

Each bid must be for all of said Bonds and must state the rate or rates of interest in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%) and not exceed six percent (6.0%). Any bids specifying two (2) or more interest rates shall also specify the amount and maturities of the Bonds bearing each rate, but all Bonds maturing on the same date shall bear the same single interest rate. The rate on any maturity shall be equal to or greater than the rate on the immediately preceding maturity.

Maturity Schedule*

<u>Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>
7/15/2017	\$75,000		
1/15/2018	90,000		
7/15/2018	90,000		
1/15/2019	90,000		
7/15/2019	90,000		
1/15/2020	95,000		
7/15/2020	95,000		
1/15/2021	95,000		
7/15/2021	95,000		
1/15/2022	95,000		
7/15/2022	100,000		
1/15/2023	100,000		
7/15/2023	100,000		
1/15/2024	100,000		
7/15/2024	105,000		
1/15/2025	105,000		
7/15/2025	105,000		
1/15/2026	105,000		
7/15/2026	110,000		
1/15/2027	110,000		

**Preliminary, subject to change.*

The Town reserves the right to: (i) restructure the transaction maturities and (ii) reject all bids without cause.

The transcript of proceedings, closing certificates showing no litigation, an approving opinion of nationally recognized bond counsel, and the Bonds will be furnished to the purchaser by the Town at closing.

For all the above-described Bonds, bearing interest at the rates set forth above, the undersigned will pay the sum of _____Dollars (\$_____), computed at the rate or rates herein named, and a (premium/(discount)) of

_____ Dollars (\$_____). No bid for less than 99.00% of the par value of the Bonds will be considered.

The successful bidder will submit cash, certified check, cashier's check, or wire transfer payable to the Town in an amount equal to Nineteen Thousand Five Hundred Dollars (\$19,500) one percent (1%) of the aggregate principal amount of the Bonds) within twenty-four (24) hours after being notified of being the successful bidder, to be drawn upon by the Town, as a guaranty of the performance of this bid.

Dated this ____ day of _____, 2016.

Name or Names of Bidder

By: _____
Authorized Officer or Agent

Address of Authorized Officer or Agent

(Net Dollar Interest Cost \$_____)

(Net Interest Rate _____%)