

3-8-76-13

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 8th day of March, 1976,
between the St. John Indiana Municipal Water Utility, hereinafter
referred to as Owner and Albert C. Hand, Attorney at Law, of
Hammond, Lake County, Indiana, hereinafter referred to as Attorney:

WHEREAS, Owner is and has formed a municipal water utility, a
body politic and municipal corporation in Lake County, Indiana; and
WHEREAS, the Attorney agrees to perform all legal services
necessary to perform all other customary legal services necessary to
the organization, financing, construction and initial operation of
an extension of the water system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to
accomplish the above recited objectives including, but not limited
to the following:

1. Furnish advice and assistance to the governing body of the
duly incorporated association in connection with (a) the
notice for and conduct of meetings; (b) the preparation of
minutes of meetings; (c) the preparation and enactment of
such resolutions as may be necessary in connection with the
authorization, financing, construction and initial operation
of the system; (d) the preparation of such affidavits,
publication notices, ballots, reports, certifications, and
other instruments and advice as may be needed in the conduct
of such bond elections as may be necessary; (e) the preparation
and completion of such bonds or other obligations as may
be necessary to finance the system; (f) the completion and
execution of documents for obtaining a loan made or insured
or a grant made by the United States of America, acting
through the Farmers Home Administration, U.S. Department of
Agriculture; (g) entering into construction contracts; (h)
preparation and adoption of By-Laws, Rules and Regulations,
and rate schedules; (i) such other corporate action as may
be necessary in connection with the financing, construction
and initial operation of the system.

2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
3. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents and other instruments for sites for source of water supply, pumping stations, treatment plants and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
5. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
6. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
7. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owner will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:
\$7,125.00, plus .75% of the total cost of the project in excess of \$500,000.00 (not including legal fees), plus bond counsel fees not to exceed \$1,700.00, plus consts and expenses.
Said fees to be payable in the following manner and at the following times:
75% of the fee, plus bond counsel fee (not to exceed \$1,700.00) due at closing. Balance due upon approval of loan docket.

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation, the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owner as a party to this agreement and that the Owner as individual shall thereupon be relieved of all personal liability existing or arising from this agreement.

Attorney:

ALBERT C. HAND

Owners:

William T. Tuben
Hal Galt

(Board of Trustees)