

WHEREAS, in the opinion of the County Auditor, the public interests required that the Lake County Council, should be called to meet in regular session at this time, for the purpose of considering additional appropriations, a written notice was sent to each member of the Council, and proper advertisement made, and all other acts performed in accordance with the laws governing such matters.

And now in obedience to such call, come Ted Bilski, President, David Hamm, Charlie Brown, Daniel Dernulc, Christine Cid, Christian Jorgensen and Alfredo Menchaca County Councilpersons, together with Tom O'Donnell, County Council Attorney.

In the Matter of Minutes – September 13, 2022

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.

ORDINANCE #1476

Section 1. Be It Ordained by the County Council of Lake County, IN., that for the expenses of the County Government and its institutions, the following sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein appropriated, and shall be held to include all expenditures authorized to be made during the year unless otherwise expressly stipulated and provided by law.

	Appropriation Requested	Appropriated
Storm Water Mgmt. & Sediment Ct. Fund 1206		
<u>Surveyor 1006</u>		
63995 Other Services & Charges	\$25,000.00	\$25,000.00
LADOS Division 2 Indiana Supreme Court Reimbursement Grant Fund 9735		
<u>LADOS Division 2 4009</u>		
64420 Office Machines	\$2,500.00	\$2,500.00
LC Health Dept. PHEP Grant Fund 8443		
<u>Health Department 9306</u>		
62110 Office Supplies	\$16,500.00	\$16,500.00
62250 Health Care & Lab Supplies	\$32,350.00	\$32,350.00
63190 Other Professional Services	\$4,726.00	\$4,726.00
63232 Travel – Meals	\$900.00	\$900.00
63233 Travel – Lodging	\$1,900.00	\$1,900.00
63235 Travel – Mileage	\$1,000.00	\$1,000.00
64490 Other Equipment	\$51,000.00	\$51,000.00

Adopted this 11<sup>th</sup> day of October, 2022.

TRANSFER OF FUNDS CERTIFICATE

I, the proper legal officer of Lake County Council, Lake County, IN., hereby certify to the Auditor of Lake County, that the Lake County Council, approved the following transfers:

	Requested	Approved
<u>Lake Superior Court County Division Room 3 4004</u>		
General Fund 1001		
From: 1001-63190 Other Professional Service	\$10,000.00	\$10,000.00
To: 1001-61190 Part-Time	\$5,000.00	\$5,000.00
1001-62110 Office Supplies	\$5,000.00	\$5,000.00
<u>Fairgrounds 9201</u>		
Gambling Admission Tax Fund 1196		
From: 1196-63610 Building & Structures	\$8,000.00	\$8,000.00
To: 1196-62210 Petroleum Products	\$8,000.00	\$8,000.00

Additional

	Made Motion	Seconded	
<u>Storm Water Mgmt. &amp; Sediment Ct. Fund 1206</u> Surveyor 1006 (\$25,000)	Menchaca	Hamm	Majority voted yes. Motion carried 7-0.
<u>LADOS Division 2 Indiana Supreme Court Reimbursement Grant Fund 9735</u> LADOS Division 2 4009 (\$2,500)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
<u>LC Health Dept. PHEP Grant Fund 8443</u> Health Department 9306 (\$108,376)	Brown	Jorgensen	Majority voted yes. Motion carried 7-0.

Transfers

	Made Motion	Seconded	
<u>Lake Superior Court County Division Room 3</u> General Fund 1001 (\$10,000)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
<u>Fairgrounds 9201</u> Gambling Admission Tax Fund 1196 (\$8,000)	Jorgensen	Menchaca	Majority voted yes. Motion carried 7-0.

In the Matter of LADOS Division 2 4009 – Create 1 New Line Item - LADOS Division 2 Indiana Supreme Court Reimbursement Grant Fund 9735

Jorgensen made the motion, seconded by Brown, to approve the following new line item:

64420 Office Machines

Majority voted yes. Motion to create new line item carried 7-0.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team – DV Direct Service Provider

Cid made the motion, seconded by Hamm, to defer to November 15, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team – Intervention Program Provider

Cid made the motion, seconded by Hamm, to defer to November 15, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Citizen Appointments – Lake Ridge Fire Protection District

Menchaca made the motion, seconded by Hamm, to defer to November 15, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Grant Applications and Grant Approvals – Grant Oversight Committee – Lake County Homeland Security and Emergency Management Agency = US Federal Emergency Management Agency (FEMA) – Indiana Department of Homeland Security (IDHS) – FY 2022 Emergency Management Performance Grant (EMPG) – Salary Grant Application

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications and Grant Approvals – Grant Oversight Committee – Lake County Health Department = US Department of Health and Human Services – Centers for Disease Control (CDC) – Indiana Department of Health (IDOH) – FY 2023 Public Health Emergency Preparedness (PHEP) Grant Award

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications and Grant Approvals – Grant Oversight Committee – Lake County Parks and Recreation Department = The Nature Conservancy Grant Application

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications and Grant Approvals – Grant Oversight Committee – Lake County Highway Department = US Department of Transportation – Federal Highway Administration – Bridge Investment Program (BIP) Grant Application

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Public Hearing – Ordinance Authorizing the Preparation of Engineering, Design and Specifications Required for the Construction of Additions and Improvements to the Sewage Works System of Lake County, Indiana; Authorizing the Issuance of Revenue Bonds to Provide Funds for the Payment of the Engineering and design costs thereof; Authorizing the Collection, Segregation and Distribution of the Revenues of such System, The Safeguarding of the Interests of the Owners of such Revenue Bonds and other matters connected therewith, including the Issuance of Notes in Anticipation of such bonds; and Repealing Ordinances Inconsistent Therewith

Dernulc made the motion, seconded by Jorgensen, to open Public Hearing. Majority voted yes. Motion to open Public Hearing carried 7-0.

There were no comments from the Council or the public.

Hamm made the motion, seconded by Dernulc, to close Public Hearing. Majority voted yes. Motion to close Public Hearing carried 7-0.

In the Matter of Public Hearing – Petition to Vacate all or part of Platted Easement/Public Way known as Taft Street between 47<sup>th</sup> & 48<sup>th</sup> Avenues – Refer to Attachments which provide the Legal Descriptions

Menchaca made the motion, seconded by Dernulc, to open Public Hearing. Majority voted yes. Motion to open Public Hearing carried 7-0.

There were no comments from the Council or the public.

Hamm made the motion, seconded by Jorgensen, to close Public Hearing. Majority voted yes. Motion to close Public Hearing carried 7-0.

In the Matter of 2023 Consulting Contracts – Law Office of R.L Szarmach P.C.

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve contract carried 7-0.

LAW OFFICE OF RAY L. SZARMACH, P.C.  
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of October, 2022, effective from January 1, 2023 to December 31, 2023, by and between the LAW OFFICE OF RAY L. SZARMACH, P.C., (hereinafter called “Consultant”) and the LAKE COUNTY COUNCIL (hereinafter called “Council”).

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council’s authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
  - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Law Office of Ray L. Szarmach, P.C., 2115 W. Lincoln Hwy., Merrillville, IN, 46410.
  - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
  
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Nine Thousand (\$9,000.00) Dollars per month for a total of One Hundred Eight Thousand (\$108,000.00) Dollars per year. Consultant will receive an office expense in the amount of Three Thousand (\$3,000.00) Dollars per month:
  - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
  - B. Attend all meetings of the Council, and Council committees when requested.
  - C. Prepare opinions, reports and documents for the Council as requested.
  - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

- E. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Nine Thousand (\$9,000.00) Dollars shall be paid monthly.
  - F. The office expense payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Three Thousand (\$3,000.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
  - B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
  - C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
  - D. The Consultant will act as their lead counsel.
  - E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.
4. Bond Counsel.
- A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
  - B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.
5. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
6. Changes. The Council may, from time to time, require changes in the

scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Council and the Consultant, shall be incorporated in a written amendment to this agreement.

7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving thirty (30) days written notice to the other party and specifying the effective date of termination.
8. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breath or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breath or default.

14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. Miscellaneous Provisions.
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
  - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
  - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Extension. This contract may be extended by agreement of the parties.
18. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:
- |  |  |
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| Law Office of Ray L. Szarmach, P.C.<br>Attorney at Law<br>2115 W. Lincoln Hwy.<br>Merrillville, IN 46410 | Lake County Council<br>2293 N. Main St.<br>Crown Point, IN 46307 |
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19. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
  - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal



- services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.

20. Information Availability.

- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
- B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

21. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership,

or another legal entity.

- E. I.C. 22-5-1.7-5 “Political subdivision” as used in this chapter, “political subdivision” has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 “Political contract for services” as used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. I.C. 22-5-1.7-0 “Unauthorized alien” as used in this chapter, “authorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
  - 1. The public contract contains:
    - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - 2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
  - 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
  - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  - 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a

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contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

- 1. Does not knowingly employ or contract with an unauthorized alien;
- 2. Has enrolled and is participating in the E-Verify program.

J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.


22. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

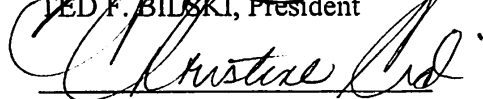
IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL

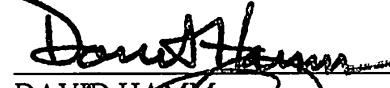
CONSULTANT ATTORNEY


LAW OFFICE OF RAY L. SZARMACH, P.C.

  
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 TED F. BILSKI, President

  
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 CHRISTINE CID

BY:   
 \_\_\_\_\_  
 RAY L. SZARMACH

  
 \_\_\_\_\_  
 DAVID HAMM

  
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CHRISTIAN J. JORGENSEN  
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 CHARLIE BROWN

  
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 DANIEL E. DERNULC

  
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 ALFREDO MENCHACA

In the Matter of 2023 Consulting Contracts – Law Office of Thomas O'Donnell

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve contract carried 7-0.

LAW OFFICE OF THOMAS O'DONNELL  
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11th day of October, 2022, effective from January 1, 2023 to December 31, 2023, by and between the LAW OFFICE OF THOMAS O'DONNELL, (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
  - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Law Office of Thomas O'Donnell, 322 Indpls. Blvd., Suite 202, Schererville, Indiana, 46375.
  - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
  
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Ten Thousand Five Hundred (\$10,500.00) Dollars per month for a total of One Hundred Twenty-Six Thousand (\$126,000.00) Dollars per year.
  - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
  - B. Attend all meetings of the Council, and Council committees when requested.
  - C. Prepare opinions, reports and documents for the Council as requested.
  - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

- E. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Ten Thousand Five Hundred (\$10,500.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
- B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
- C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
- D. The Consultant will act as their lead counsel.
- E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.
4. Bond Counsel.
- A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
- B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.
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7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving thirty (30) days written notice to the other party and specifying the effective date of termination.
8. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.
14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his

supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

15. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. Miscellaneous Provisions.
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
  - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the

Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.

- D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

- 17. Extension. This contract may be extended by agreement of the parties.
- 18. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Office of Thomas O'Donnell  
Attorney at Law  
322 Indpls. Blvd., Suite 202  
Schererville, IN 46375

Lake County Council  
2293 N. Main St.  
Crown Point, IN 46307

- 19. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
  - A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
  - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
  - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal



services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.

20. Information Availability.

- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
- B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

21. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter, "political subdivision" has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 "Political contract for services" as used in this chapter, "public contract for services" means any type of agreement

- between a state agency or a political subdivision and a contractor for the procurement of services.
- G. I.C. 22-5-1.7-0 "Unauthorized alien" as used in this chapter, "authorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
1. The public contract contains:
    - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
  2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

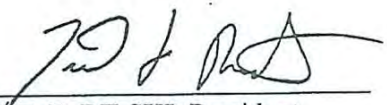
- 1. Does not knowingly employ or contract with an unauthorized alien;
  - 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

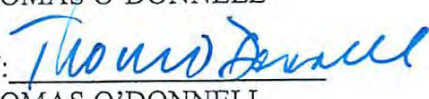
22. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

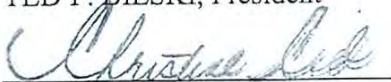
IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY

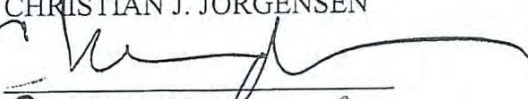
  
TED F. BILSKI, President

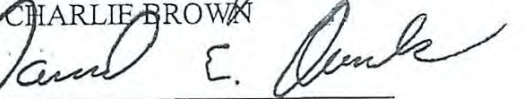
LAW OFFICE OF  
THOMAS O'DONNELL  
BY:   
THOMAS O'DONNELL

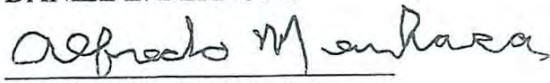
  
CHRISTINE CID

  
DAVID HAMM

  
CHRISTIAN J. JORGENSEN

  
CHARLIE BROWN

  
DANIEL E. DERNULC

  
ALFREDO MENCHACA

In the Matter of 2023 Consulting Contracts – Law Office of Gerald M. Bishop & Associates

Jorgensen made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve contract carried 7-0.

LAW OFFICES OF GERALD M. BISHOP  
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of October, 2022, effective from January 1, 2023 to December 31, 2023, by and between the LAW OFFICES OF ATTORNEY GERALD M. BISHOP (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
  - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of The Law Offices of Attorney Gerald M. Bishop, 2115 West Lincoln Highway, Merrillville, IN 46410.
  - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Seven Thousand (\$7,000.00) Dollars per month for a total of Eighty-Four Thousand (\$84,000.00) Dollars per year. Consultant will receive an office expense in the amount of One Thousand (\$1,000.00) Dollars per month.
  - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
  - B. Attend all meetings of the Council, and Council committees when requested.
  - C. Prepare opinions, reports and documents for the Council as requested.
  - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

- E. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Seven Thousand (\$7,000.00) Dollars shall be paid monthly.
  - F. The office expense payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of One Thousand (\$1,000.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
  - B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
  - C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
  - D. The Consultant will act as their lead counsel.
  - E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.
4. Bond Counsel.
- A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
  - B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.
5. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
6. Changes. The Council may, from time to time, require changes in the

scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Council and the Consultant, shall be incorporated in a written amendment to this agreement.

7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
8. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.

14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. Miscellaneous Provisions.
  - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
  - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
  - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:
- |   |  |
|---|--|
| Law Offices of Attorney<br>Gerald M. Bishop<br>Attorney at Law<br>2115 West Lincoln Highway<br>Merrillville, IN 46410 | Lake County Council<br>2293 N. Main St.<br>Crown Point, IN 463Q7 |
|---|--|
18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
  - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its



- appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.
19. Information Availability.
- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, etc.
- B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
20. E-Verification.
- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter,

- "political subdivision" has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 "Political contract for services" as used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
  - G. I.C. 22-5-1.7-0 "Unauthorized alien" as used in this chapter, "authorized alien" has the meaning set forth in 8 U.S.C. 13248(h)(3).
  - H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011, A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
    - 1. The public contract contains:
      - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
      - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
    - 2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.  
A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity Unless the business entity:
      - 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
      - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
      - 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
  - I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for

services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

- 1. Does not knowingly employ or contract with an unauthorized alien;
  - 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

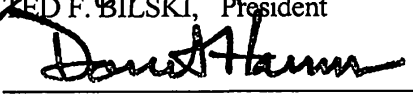
LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY

LAW OFFICE OF  
ATTORNEY  
GERALD M. BISHOP

By:   
GERALD M. BISHOP

  
TED F. BILSKI, President

  
DAVID HAMM

  
ALFRIDO MENCHACA

  
CHARLIE BROWN

  
DANIEL DERNULC

  
CHRISTINE CID

  
CHRISTIAN J. JORGENSEN

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

CONSULTANT

LAW OFFICES OF  
ATTORNEY  
GERALD M. BISHOP

\_\_\_\_\_  
MICHAEL REPAY

BY:   
GERALD M. BISHOP

\_\_\_\_\_  
KYLE ALLEN

\_\_\_\_\_  
JERRY TIPPY

In the Matter of 2023 Consulting Contracts – Law Office of Linda Garcia Marmolejo

Jorgensen made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve contract carried 7-0.

LINDA S. GARCIA-MARMOLEJO  
ATTORNEY AT LAW  
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of October, 2022, effective from January 1, 2023 to December 31, 2023, by and between LINDA S. GARCIA-MARMOLEJO, Attorney at Law (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
  - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Linda S. Garcia-Marmolejo, Attorney at Law, 6550 W. 85th Place Crown Point, IN, 46307.
  - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall in a good and professional manner legally advise and represent the Council, its members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at board meetings, for the hourly rate of Ninety (\$90.00) Dollars, not to exceed Forty-Five Thousand Dollars (\$45,000) during the term of this contract.
3. Termination of Agreement. Either party may terminate this agreement this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
4. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
5. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

6. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement and the Lake County Affirmative Action Plan as referenced in Section 1 of the Lake County Human Resources Manual.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
  
7. Miscellaneous Provisions.
  - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
  - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
  - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
  
8. Extension. This contract may be extended by agreement of the parties.
  
9. Notice. Any notice, bills, invoices, or reports required by this agreement

shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Linda S. Garcia-Marmolejo  
Attorney at Law  
6550 W. 85th Place  
Crown Point, IN 46307

Lake County Council  
2293 N. Main St.  
Crown Point, IN 46307

10. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
  - A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13)
  - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
  - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest,
  
11. Information Availability
  - A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
  - B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
  
12. E-Verification.
  - A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
  - B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state

- agency or political subdivision.
- C. I.C. 22-5-1.7-3 “E-Verify program” as used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV’s 403(a), as amended operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or A successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
  - D. I.C. 22-5-1.7-4 “Person” as used in this chapter, “person” means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
  - E. I.C. 22-5-1.7-5 “Political subdivision” as used in this chapter, “political subdivision” has the meaning set forth in I.C 36-1-2-13.
  - F. I.C. 22-5-1.7-6 “Political contract for services” as used in this chapter, “public contract for services means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
  - G. I.C. 22-5-1.7-9 “Unauthorized alien” as used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
  - H. I. C. 22-5-1.7-11 Contractors with public contracts for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a). This subsection applies only to a public contract for services entered into or renew a public contract for services with a contractor unless:
    - 1. The public contract contains:
      - a. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
      - b. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired Employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
    - 2. The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
    - 3. A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify programs;
      - a. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
      - b. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
  - I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work, the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent



with federal law that the subcontractor, at the time of certification:

- 1. Does not knowingly employ or contract with an unauthorized lien;
- 2. Has enrolled and is participating in the E-Verify program.

J. Affidavit by contractor. By execution of this contract, I swear under the penalties of perjury that I do not knowingly employ an unauthorized alien.

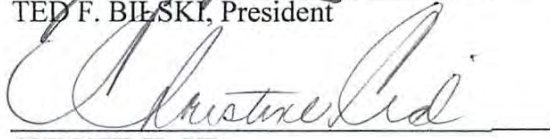
IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

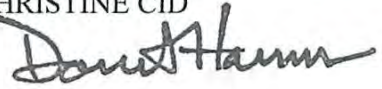
LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY

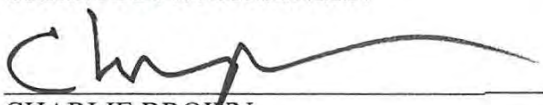
  
 \_\_\_\_\_  
 TED F. BLESKI, President

  
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 LINDA S. GARCIA-MARMOLEJO

  
 \_\_\_\_\_  
 CHRISTINE CID

  
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 DAVID HAMM

  
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 CHRISTIAN J. JORGENSEN

  
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 CHARLIE BROWN

  
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 DANIEL E. DERNULC

  
 \_\_\_\_\_  
 ALFREDO MENCHACA

Dernulc made the motion, seconded by Jorgensen, to add Consulting Contract for Jeanann Georgas Ficker to the agenda. Majority voted yes. Motion to add to the Consulting Contract for Jeanann Georgas Ficker agenda carried 7-0.

In the Matter of 2023 Consulting Contracts – Jeanann Georgas Ficker

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve contract carried 7-0.

**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 11<sup>th</sup> day of October, 2022, effective from January 1, 2023 to December 31, 2023 by and between JEANANN GEORGAS FICKER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

**CONSULTING SERVICES AS OUTLINED IN GRANT REPORTING**

- A. Consultant shall work with Auditor's Office, Department Grant Managers, and other parties involved in the County's federal grant programs, as needed, to prepare the Schedule of Expenditures of Federal Awards (SEFA), a required component of the County's Annual Financial Report.
- B. Consultant shall coordinate with Department Grant Managers and the Lake County Council's Grant Oversight Committee to promote compliance with the County's grant policies and procedures.
- C. Consultant shall provide, when requested, technical assistance to Department Grant Managers for grant-related issues.
- D. Consultant shall advise the Auditor's Office, the Lake County Council, the Council Grants Oversight Committee, Department Grant Manager(s), and/or other appropriate County entities of federal grant concerns to detect, correct and prevent potential compliance issues.
- E. Consultant shall provide other grant-related technical assistance or support services as requested by the Auditor's Office, the Lake County Council, or the Council Grants Oversight Committee. Such services will be provided to the extent possible based on Consultant's independent judgment of the ability to accomplish same within the budget for professional services under this contract.
- F. Consultant shall devote such hours as are necessary to perform the service listed above.
- G. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
- H. Consultant reports directly to the Council and not to the Board of Commissioners and/or Lake County Attorney.

- I. Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities performed in detail.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Ninety Thousand Dollars (\$90,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that she has, or will secure at her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All services required hereunder will be performed by the Consultant or under her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of in regard to its operations:
  - A. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Plan adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable by reference as part of this Agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

- C. The Consultant shall be deemed an independent contractor and not an employee of the County and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - D. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
19. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens,
  - B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
  - C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
  - D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.

- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-1 1 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 1 1. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 201 1. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) The public contract contains:
    - (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - (2) The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
  - (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$ 1,000) to a business entity unless the business entity:
    - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
    - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
    - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
  - (2) has enrolled and is participating in the E-Verify program.
20. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

- 21. **Notice.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties via USPS mail or electronic mail to the addresses noted below:

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307

JEANANN GEORGAS FICKER, PRINCIPAL  
PERFORMANCE MEASUREMENT GROUP  
788 EASTBROOK LANE  
CROWN POINT, IN 46307-5013

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

**THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE**

**CONSULTANT**

\_\_\_\_\_  
MICHAEL C. REPAY, President

*Jeanann Georgas Ficker*  
\_\_\_\_\_  
JEANANN GEORGAS FICKER

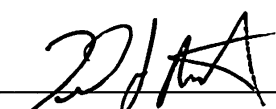
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KYLE W. ALLEN, SR.

**ATTEST:**

\_\_\_\_\_  
JERRY TIPPY

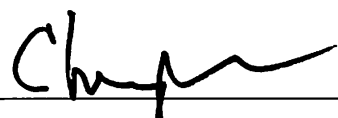
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JOHN PETALAS  
LAKE COUNTY AUDITOR

**LAKE COUNTY COUNCIL**



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TED F. BILSKI, President



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CHARLIE BROWN



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CHRISTINE CID



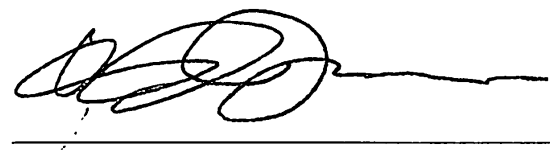
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DANIEL DERNULC



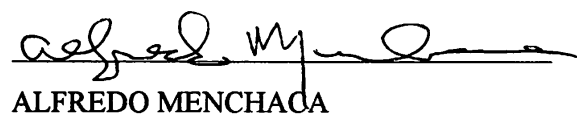
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DAVID HAMM



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CHRISTIAN JORGENSEN



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ALFREDO MENCHACA



In the Matter of Resolution of the Lake County Council Authorizing the Auditor to Issue a Warrant to the Treasurer to Resolve Southlake Mall Property Tax Appeal and Refund

Cid made the motion, seconded by Hamm, to defer to November 15, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Resolution Amending Resolution No. 21-33, the Resolution to Declare Funds Dormant and Transfer Remaining Cash Balances to Appropriate Funds

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 21-33J**

**RESOLUTION AMENDING RESOLUTION NO. 21-33,  
THE RESOLUTION TO DECLARE FUNDS DORMANT AND  
TRANSFER REMAINING CASH BALANCES TO APPROPRIATE FUNDS**

**WHEREAS**, on May 11, 2021, Lake County Council adopted the Resolution to Declare Funds Dormant and Transfer Remaining Cash Balances to Appropriate Funds, Resolution No. 21-33; and

**WHEREAS**, the Lake County Council now desires to amend Resolution No. 21-33 in order to add the following fund as dormant and transfer remaining cash balance to the appropriate fund:

<u>Dormant Fund</u>	<u>Amount</u>	<u>Transfer Fund</u>
Fund #9253 Lake County Anti-Bioterrorism Fund	\$7,341.38	Lake County Health Fund #1105.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


That Resolution No. 21-33 shall be amended by adding the following fund as dormant and transfer the balance as follows:


<u>Dormant Fund</u>	<u>Amount</u>	<u>Transfer Fund</u>
Fund #9253 Lake County Anti-Bioterrorism Fund	\$7,341.38	Lake County Health Fund #1105.


SO RESOLVED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2022.

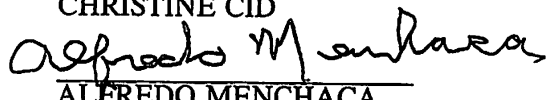
  
TED F. BILSKI, President

  
DAVID HAMM

  
CHRISTIAN J. JORGENSEN

  
DANIEL E. DERNULC

  
CHRISTINE CID

  
ALFREDO MENCHACA

  
CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Fairways Regional Water District

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 70**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE FAIRWAYS REGIONAL WATER DISTRICT**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

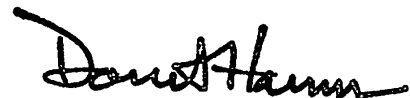
**WHEREAS,** Lake County, Indiana (“County”) has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan (“ARP”) which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$164,285.57 to the Fairways Regional Water District for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements; providing a benefit to the citizens of Lake County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED THAT:**


The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$164,285.57 of the County’s reserve revenue funds to the Fairways Regional Water District for public improvements costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements.

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
\_\_\_\_\_  
DAVID HAMM

  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID

  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
\_\_\_\_\_  
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Town of Dyer, Indiana

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 71**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE TOWN OF DYER, INDIANA**

**WHEREAS**, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS**, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

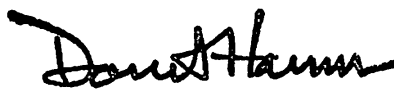
**WHEREAS**, Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS**, the County has engaged in conversation to appropriate the sum of \$250,000.00 to the Town of Dyer for improvement costs which will be incurred by the Town of Dyer for a large diameter storm improvement project and/or water main replacement project; providing a benefit to the citizens of Lake County, Indiana.


**NOW, THEREFORE, BE IT RESOLVED THAT:**

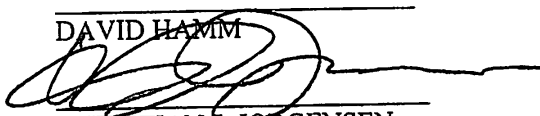
The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$250,000.00 of the County's reserve revenue funds to the Town of Dyer for improvements costs which will be incurred by the Town for a large diameter storm improvement project and/or water main replacement project.

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.


  
\_\_\_\_\_  
DAVID HAMM

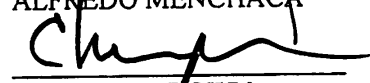
  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID

  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:  
  
\_\_\_\_\_  
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Town of Munster, Indiana

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 72**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE TOWN OF MUNSTER, INDIANA**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

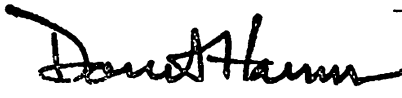
**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$250,000.00 to the Town of Munster for improvement costs which will be incurred by the Town of Munster for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance project; providing a benefit to the citizens of Lake County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED THAT:**


The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$250,000.00 of the County's reserve revenue funds to the Town of Munster for improvements costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance project.

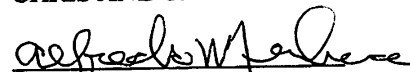
**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
\_\_\_\_\_  
DAVID HAMM

  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID

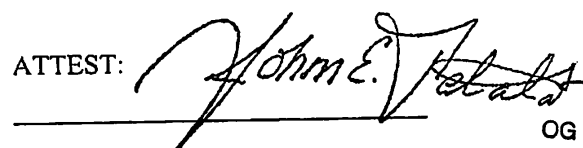
  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
\_\_\_\_\_  
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Town Highland, Indiana

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Town of Schererville, Indiana

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 74**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE TOWN OF SCHERERVILLE, INDIANA**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

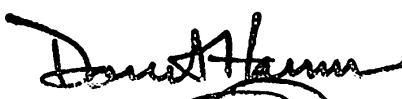

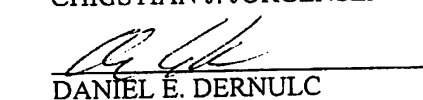
**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$250,000.00 to the Town of Schererville for improvement costs which will be incurred by the Town of Schererville to replace storm water pipes servicing approximately 1,500 homes and some commercial areas along U.S. 41; providing a benefit to the citizens of Lake County, Indiana.


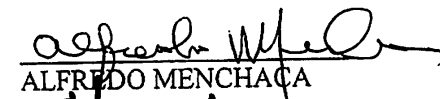

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$250,000.00 of the County's reserve revenue funds to the Town of Schererville for improvement costs which will be incurred by the Town to replace storm water pipes servicing approximately 1,500 homes and some commercial areas along U.S. 41 project.


**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
\_\_\_\_\_  
DAVID HAMM  
  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN  
  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID  
  
\_\_\_\_\_  
ALFREDO MENCHACA  
  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
\_\_\_\_\_  
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Town of St. John, Indiana

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 75**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE TOWN OF ST. JOHN, INDIANA**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

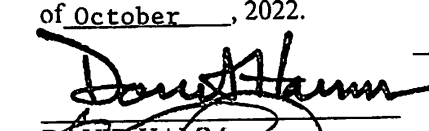
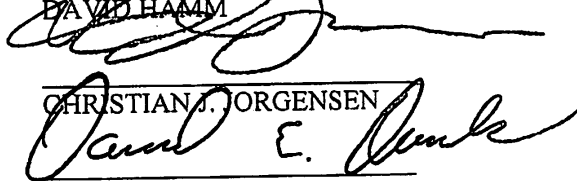
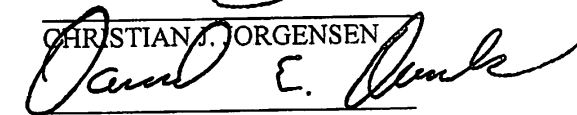
**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

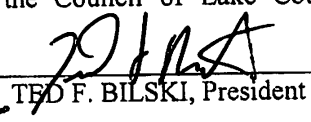

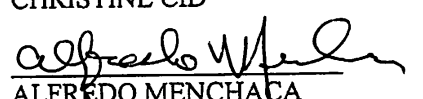
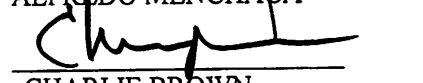
**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$250,000.00 to the Town of St. John for improvement costs which will be incurred by the Town of St. John for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93<sup>rd</sup> to 109<sup>th</sup>, Intersection 93<sup>rd</sup> Avenue/US 41, Oakwood Drive Storm Water, Repave 93<sup>rd</sup>, High Wind Tornado Sirens, Police /Fire Dept. Building Construction, Fire Training Site Updates; providing a benefit to the citizens of Lake County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

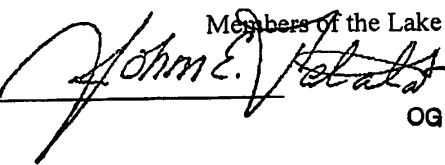
The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$250,000.00 of the County's reserve revenue funds to the Town of St. John for improvements costs which will be incurred by the Town for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93<sup>rd</sup> to 109<sup>th</sup>, Intersection 93<sup>rd</sup> Avenue/US 41, Oakwood Drive Storm Water, Repave 93<sup>rd</sup>, High Wind Tornado Sirens, Police /Fire Dept. Building Construction, Fire Training Site Updates.

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
DAVID HAMM  
  
CHRISTIAN J. JORGENSEN  
  
DANIEL E. DERNULC

  
TED F. BILSKI, President  
  
CHRISTINE CID  
  
ALFREDO MENCHACA  
  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Tradewinds Services

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 76**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO TRADEWINDS SERVICES**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

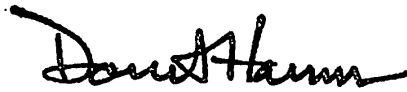
**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$50,000.00 to Tradewind Services for improvement costs and operating expenses incurred by the Tradewind Services; providing a benefit to the citizens of Lake County, Indiana.

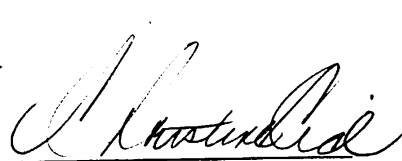
**NOW, THEREFORE, BE IT RESOLVED THAT:**


The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$50,000.00 of the County's reserve revenue funds to Tradewind Services for improvement costs and operating costs which will be incurred by the Tradewind Services.

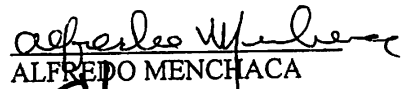
**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
\_\_\_\_\_  
DAVID HAMM

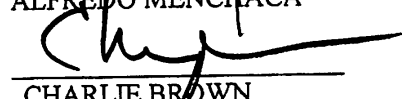
  
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TED F. BILSKI, President

  
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CHRISTINE CID

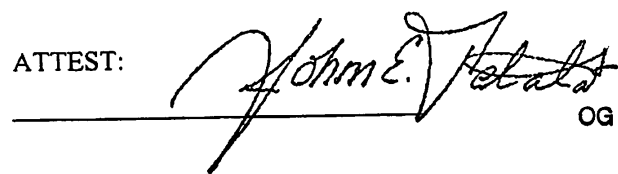
  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
\_\_\_\_\_  
OG



In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the National Civil Rights Institute & Hall of Fame, Inc

Brown made the motion, seconded by Menchaca, to approve.

Bilski: Can you just tell me what the money is being used for? Because we came down this path before. We all support the Civil Rights Movement, but when it came to us last time there was no list of assets. We had a drawing of a 1960 Chevelle in the parking lot. They wanted hundreds of thousands of dollars but we didn't know what we were getting. Not that we didn't want to spend it, but when we talked about accountability for the money, we didn't know where it was going. Was it for purchasing assets? Was it for the seat Rosa Parks sat on? Was it for the cart that pulled Dr. King's body in the funeral procession? That's my question, what do we have and where is this office and what are we purchasing?

Brown: At that point I don't think funds were given to them for whatever project they wanted to do.

Bilski: They had to come up with raising \$250,000 and then we were going to donate a half a million right Ray?

Ray: What I recall is that we did a Resolution saying that as soon as the Gary City Council appropriated \$150,000, we would match that.

Brown: That's why they never received the money because the city council or the mayor at that time would not provide the matching funds.

Bilski: Well that same group didn't have anything though. That's my concern. I was afraid of what we were sending money for because I don't just want to create a payroll for nepotism. I want a real Civil Rights Museum.

Brown: But they never received the money because of the squabble between the Hall of Fame and the City of Gary.

Bilski: When that same group came back about four years ago, Mayor Hatcher was still alive and well and came up here to talk to us and they weren't able to provide us with anything. Unless we have something with a list of assets and a mission statement, I'm not prepared to go forward. If it's the same identical item I can't do that.

Brown: I think at that point it was a matter of whatever was requested, there was no follow thru. Therefore, the funds were appropriated but never used.

Jorgensen: It was a match, right?

Brown: Yes.

Jorgensen: And then they couldn't come up with the match?

Bilski: They chose not to. I remember that there were several spots in their community for them to build the museum which would help generate revenue for the community, which is what we need to do.

Jorgensen: I assume this is a 501(c)(3)?

Brown: Yes.

Jorgensen: Can anybody be sure?

Brown: Yes, I'm sure that they are a 501(c)(3).

Majority voted yes. Bilski voted no. Motion to approve carried 6-yes, 1-no.

RESOLUTION NO. 2022- 77

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE NATIONAL CIVIL RIGHTS INSTITUTE & HALL OF FAME, INC.**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$300,000.00 to The National Civil Rights Institute & Hall of Fame, Inc. for improvement costs and operating expenses incurred by The National Civil Rights Institute & Hall of Fame, Inc.; providing a benefit to the citizens of Lake County, Indiana.


**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$300,000.00 of the County's reserve revenue funds to The National Civil Rights Institute & Hall of Fame, Inc. for improvement costs and operating costs which will be incurred by The National Civil Rights Institute & Hall of Fame, Inc.

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

No \_\_\_\_\_

TED F. Bilski, President

  
\_\_\_\_\_  
DAVID HAMM

CHRISTIAN J. JORGENSEN

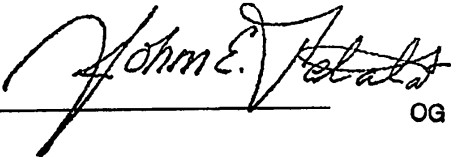
  
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DANIEL E. DERNULC

  
\_\_\_\_\_  
CHRISTINE CID

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
\_\_\_\_\_  
OG

In the Matter of Resolution of the Lake County Council Regarding Appropriation of County Reserve Revenue Funds to the Families Anchored in Total Harmony, Inc. (FAITH, CDC)

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 78**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS TO FAMILIES ANCHORED IN TOTAL HARMONY, INC. (FAITH, CDC)**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

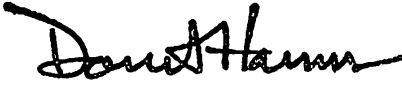

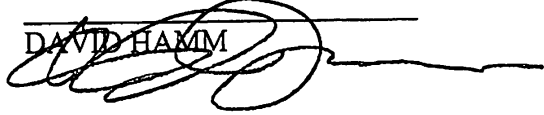

**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

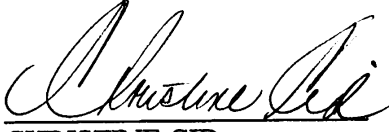

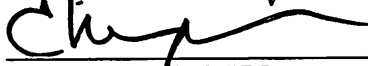
**WHEREAS,** the County has engaged in conversation to appropriate the sum of \$400,000.00 to Families Anchored in Total Harmony, Inc. (FAITH, CDC) for improvement costs and operating expenses incurred by Families Anchored in Total Harmony, Inc. (FAITH, CDC); providing a benefit to the citizens of Lake County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$400,000.00 of the County's reserve revenue funds to Families Anchored in Total Harmony, Inc. (FAITH, CDC) for improvement costs and operating costs which will be incurred by Families Anchored in Total Harmony, Inc. (FAITH, CDC).

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 11th day of October, 2022.

	
DAVID HAMM	TED F. BILSKI, President
	
CHRISTIAN J. JORGENSEN	
	
DANIEL E. DERNULC	


CHRISTINE CID

ALFREDO MENCHACA

CHARLIE BROWN

Members of the Lake County Council

ATTEST:   
OG

In the Matter of Ordinance Authorizing the Preparation of Engineering, Design and Specifications Required for the Construction of Additions and Improvements to the Sewage Works System of Lake County, Indiana; Authorizing the Issuance of Revenue Bonds to Provide Funds for the Payment of the Engineering and design costs thereof; Authorizing the Collection, Segregation and Distribution of the Revenues of such System, The Safeguarding of the Interests of the Owners of such Revenue Bonds and other matters connected therewith, including the Issuance of Notes in Anticipation of such bonds; and Repealing Ordinances Inconsistent Therewith – Deferred September

Jorgensen made the motion, seconded by Dernulc, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Menchaca, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1476A

AN ORDINANCE AUTHORIZING THE PREPARATION OF ENGINEERING, DESIGN AND SPECIFICATIONS REQUIRED FOR THE CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE SEWAGE WORKS SYSTEM OF LAKE COUNTY, INDIANA; AUTHORIZING THE ISSUANCE OF REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE ENGINEERING AND DESIGN COSTS THEREOF; AUTHORIZING THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SYSTEM, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS; AND REPEALING ORDINANCES INCONSISTENT THEREWITH

WHEREAS, Lake County, Indiana (the "County"), has heretofore established, acquired, constructed and financed its sewage works system (the "System") and now owns and operates the System pursuant to INDIANA CODE 36-9-23 *et seq.*, as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the "Act"); and

WHEREAS, the County Council of the County (the "County Council") hereby finds that certain improvements and extensions to the sewage works are necessary; and the engineers employed by the County (the "Engineers"), have or will prepare and file plans, specifications, detailed descriptions and estimates of the costs of the necessary improvements and extensions to the sewage works, which plans and specifications, to the extent required by law, have been or will be duly submitted to and approved by the County and all governmental authorities having jurisdiction thereover, particularly the Indiana Department of Environmental Management (the improvements and extensions to the Sewage Works as described in the Engineers' plans and specifications, as more fully described in Exhibit A, are referred to herein as the "Project"); and

WHEREAS, the County has or will advertise for and receive bids for the construction of the Project, and such bids will be subject to the County's determination to acquire, construct and install the Project and the County obtaining funds for the Project; and

WHEREAS, the County Council further finds that the preliminary engineering and planning costs necessary to prepare the designs and specifications required for the Project will be in the estimated amount of Six Million and 00/100 Dollars (\$6,000,000), of which an amount equal to Five Million and 00/100 Dollars (\$5,000,000) will be financed by the issuance of revenue bonds and/or bond anticipation notes of the County under the provisions of this Ordinance and the Act with the balance to be funded by other available grants and funds of the County; and

WHEREAS, the County Council finds that there are not sufficient funds available of the sewage works to apply to the engineering and planning costs necessary to prepare the design and specifications required for the Project and that it is necessary to issue sewage works revenue bonds and, if necessary, bond anticipation notes (the "BANs"), to pay the costs of such engineering and planning costs, and the Bonds (as hereinafter defined) and the BANs, if issued, shall be issued to (i) pay such costs of the engineering and planning costs required for the Project, including

incidental expenses, (ii) capitalized interest on the Bonds and (iii) expenses incurred in connection with or on account of the issuance of the Bonds; and

WHEREAS, the Bonds will constitute a first charge against the Net Revenues (as hereinafter defined) of the System, and are to be issued subject to the provisions of the laws of the Act and the terms and restrictions of this Ordinance; and

WHEREAS, the County desires to authorize the issuance of the BANs hereunder, if necessary, payable solely from the proceeds of the Bonds issued hereunder; and

WHEREAS, the County has no outstanding revenue bonds or other pledges against the Net Revenues of the System; and

WHEREAS, the County Council now finds that all conditions precedent to the issuance of the BANs and the Bonds have been or will be met; and

WHEREAS, the County desires to enter into a Financial Assistance Agreement, Funding Agreement, Grant Agreement, and/or Financial Aid Agreement (in substantially the form attached as Exhibit B hereto and made a part hereof) with the Indiana Finance Authority together with any subsequent amendments thereto (the "Financial Assistance Agreement") as part of its wastewater loan program, supplemental drinking water and wastewater assistance program, water infrastructure assistance program and/or wastewater infrastructure grant program (collectively, the "IFA Programs"), which would pertain to the Project and the financing thereof, if the Bonds or BANs are sold to the Indiana Finance Authority pursuant to its State Revolving Fund Loan Program established and existing pursuant to INDIANA CODE 5-1.2-1 through INDIANA CODE 5-1.2-4, INDIANA CODE 5-1.2-10, INDIANA CODE 5-1.2-11, INDIANA CODE 5-1.2-14 and/or INDIANA CODE 5-1.2-14.5; and

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

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

WHEREAS, this County Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of the BANs and Bonds to provide the necessary funds to be applied to the cost of the Project have been complied with in accordance with the provisions of the Act; and

WHEREAS, it is anticipated that the County may advance all or a portion of the costs of the Project prior to the issuance of the BANs or the Bonds, with such advances to be repaid from proceeds of the BANs or the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this Ordinance to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the BANs or the Bonds in accordance with the requirements of the Reimbursement Regulations.

BE IT ORDAINED BY THE COUNTY COUNCIL OF LAKE COUNTY, INDIANA:

Section 1. Engineering and Design of the Project. The County, as the owner and operator of the System, hereby orders, authorizes and directs the commencement of the engineering and planning process necessary for the design and construction of the Project, pursuant to the Act, and once prepared orders that such designs, plans and specifications be filed with the County by the Engineers and that two (2) copies be placed on file in the office of the County Auditor (the "Auditor") and made open for public inspection pursuant to INDIANA CODE 36-1-5-4; provided, that any and all costs of property acquisition for and construction of improvements and extensions to the System in connection with the Project, together with all other expenses relating thereto including the expenses of issuing bonds on account of the financing of a portion thereof and capitalized interest on the Bonds, if necessary, shall be limited to and shall not exceed the estimated sum of Six Million and 00/100 Dollars (\$6,000,000), unless otherwise authorized by this County Council. The actions of the County in connection with the commencement of the engineering and planning process necessary for the design and construction of the Project and the financing of the engineering and designs required for such improvements and extensions to the sewage works are hereby authorized, approved, ratified and confirmed. Where used in this Ordinance, the term "County" shall be construed also to include any department, board, commission or officer or officers of the County or of any County department, board or commission. The terms "Sewage Works", "sewage works", "works", "system" and similar terms used in this Ordinance shall be construed to mean the County's existing sewage works system (and its Treatment Works System as defined in the Financial Assistance Agreement, if applicable) together with all the real estate, equipment and appurtenances thereto used in connection therewith, and all improvements, extensions and additions thereto, and replacements thereof, now or subsequently constructed or acquired. The Project shall be constructed in accordance with the plans and specifications heretofore mentioned. The Bonds will be issued pursuant to the provisions of this Ordinance and the Act. The County may also use cash on hand or grant funding to pay for the Project and engineering and design services. The County reasonably expects to reimburse expenditures for the Project with proceeds of the Bonds and this Ordinance constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and INDIANA CODE 5-1-14-6(c).

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

Section 2. Issuance of BANs and Bonds.

(a) The County shall issue, if necessary, the BANs for the purpose of procuring interim financing to pay the cost of the engineering design costs required for the Project and, if deemed appropriate or necessary, the costs of issuance of the BANs and capitalized interest on the BANs. The County may issue the BANs in one or more series, in an aggregate amount outstanding at any one time not to exceed Five Million and 00/100 Dollars (\$5,000,000) to be designated "Sewage Works Bond Anticipation Notes, Series 2022". The BANs shall be lettered and numbered consecutively from R-1 and upward, and shall be in authorized denominations of \$1,000 or more. The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed five percent (5.0%) per annum (the exact rate or rates to be determined through negotiations with the purchasers of the BANs) payable either upon maturity or semiannually on January 1 and July 1, as designated by the Auditor of the County (the "Auditor"), with the advice of Baker Tilly Municipal Advisors, LLC, the Municipal Advisor to the County for financing purposes (the "Municipal Advisor"). Each series of BANs will mature no later than five years after their date of delivery, the exact maturity determined by the Auditor, with the advice of the Municipal Advisor and Taft Stettinius & Hollister LLP, bond counsel to the County ("Bond Counsel"). The BANs are subject to renewal or extension at an interest rate or rates not to exceed five percent (5.0%) per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of any renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

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

(b) The BANs shall be issued pursuant to INDIANA CODE 5-1-14-5, as amended, if sold to a financial institution or any other purchaser, unless sold to the Indiana Finance Authority pursuant to the IFA Program pursuant to INDIANA CODE 5-1.2-1 through INDIANA CODE 5-1.2-4 and INDIANA CODE 5-1.2-10. The BANs shall be sold at a price not less than ninety-nine percent (99.0%) of the principal amount thereof. The County shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of the Bonds pursuant to and in the manner prescribed by the Act.

(c) The County shall issue sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed Five Million and 00/100 Dollars (\$5,000,000) to be designated "Sewage Works Revenue Bonds, Series 202\_," (the "Bonds") to be completed with the year in which the Bonds are issued and an alphabetical designation, if necessary, for the purpose of procuring funds to pay the cost of the Project, the refunding of the BANs, if issued, and the issuance costs of the Bonds or the BANs, if issued, as determined by the Auditor, with the advice of the Municipal Advisor. The Bonds shall be issued and sold at a price not less than ninety-nine percent (99.0%) of the principal amount thereof, unless sold to the Indiana Bond Bank then sold at any price. The Bonds shall be sold by the Auditor pursuant to INDIANA CODE 5-1-11, as amended, unless sold to the Indiana Finance Authority pursuant to the IFA Program or the Indiana Bond Bank. The Bonds shall be issued in fully registered form in authorized denominations of

\$5,000 or any integral multiple thereof or \$1.00 consistent with the requirements of the IFA Program. The Bonds shall be lettered and numbered consecutively from R-1 and upward, originally dated the date of delivery, and shall bear interest at a rate or rates not exceeding five percent (5.0%) per annum if sold to any purchaser (the exact rate or rates to be determined by bidding or through negotiation) or not exceeding five percent (5.0%) if sold to the Indiana Finance Authority pursuant to the IFA Program. Interest is payable semiannually on January 1 and July 1 in each year, commencing on the January 1 or July 1 following the issuance of the Bonds, all as determined by the Auditor, with the advice of the Municipal Advisor, and as set forth in the bond sale notice if the Bonds are sold competitively pursuant to INDIANA CODE 5-1-11, as amended. The Bonds shall mature semiannually on January 1 and July 1 of each year over a period ending no later than 35 years after the date of the issuance of the Bonds, and in such amounts as is deemed appropriate by the Auditor, with the advice of the Municipal Advisor. If sold to the IFA Program, then the Bonds shall mature semiannually on January 1 and July 1 of each year over a period ending no later than 35 years after the date of the issuance of the Bonds, and in such amounts that will produce annual debt service that is as level as practicable, except as otherwise provided in the Financial Assistance Agreement. The first principal payment shall be no later than six (6) months following completion of the Project. The Bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the County's sewage works system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired remaining after the payment of the reasonable expense of operation, repair and maintenance of the System. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance including System Development Charges enacted under INDIANA CODE 36-9-23-29.

The County may, upon the advice of the Municipal Advisor, obtain bond insurance for the Bonds.

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

(e) The Auditor is authorized to serve or select and appoint a qualified financial institution to serve as the Registrar and the Paying Agent for the BANs and the Bonds, which registrar is hereby charged with the responsibility of authenticating the BANs and the Bonds (the "Registrar" or the "Paying Agent"). The Auditor is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and the Paying Agent. The Auditor is further authorized to pay such fees as the institution may charge for the services it provides as the Registrar and the Paying Agent, and such fees may be paid from the Sinking Fund.

(f) The BANs or the Bonds shall be registered in the name of the purchaser. The principal thereof and interest thereon may be paid by wire transfer to such financial institution



if and as directed by the purchaser on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. If wire transfer payment is not required, the principal of and interest on the BANs (if interest thereon is payable only at maturity) or the principal of the BANs (if interest thereon is not payable only at maturity) and the principal of the Bonds shall be payable at the designated office of the Paying Agent, and all payments of interest on the BANs (if interest thereon is not payable only at maturity) and the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth day preceding each interest payment date ("Record Date"), at the addresses of the registered owners as they appear on the registration books kept by the Registrar. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the BANs or the Bonds are registered in the name of the Indiana Finance Authority, the principal thereof and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Indiana Finance Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Indiana Finance Authority is the owner of the BANs or the Bonds, the BANs or the Bonds shall be presented for payment as directed by the Indiana Finance Authority. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the BANs and the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

(g) Each BAN or Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the designated office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered BAN or BANs or Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the County; provided, however, that the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Except as otherwise provided in the Continuing Disclosure Agreement described in Section 24, the County, the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name the BANs or the Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof, the premium, if any, and interest due thereon.

(h) Interest on the Bonds, which are authenticated on or before the Record Date, which precedes the first interest payment date, shall be paid from their original issue date; provided

that interest on the Bonds sold to the Indiana Finance Authority shall begin to accrue commencing from the dates of payment on the Bonds. Interest on the Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date, in which case the interest shall be paid from such interest payment date.

(i) The BANs or the Bonds may be issued in book-entry-only form as one fully registered BAN or Bond per maturity registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, and DTC may act as securities depository for the BANs or the Bonds. In that event, the purchase of beneficial interests in the BANs or the Bonds will be made in book-entry-only form in the denomination of \$100,000 or more or in the denomination of \$5,000 or any multiple thereof (or in the case of any Bonds sold to the Indiana Finance Authority as a part of the IFA Program, \$1.00 or any integral multiple thereof consistent with the requirements of the IFA Program), respectively. Purchasers of beneficial interests will not receive certificates representing their interests in the BANs or the Bonds purchased. As long as DTC or its nominee, Cede & Co., is the registered owner of the BANs or the Bonds, payments of principal, premium, if any, and interest will be made when due directly to such registered owner in same-day funds wired by the Paying Agent in accordance with the procedures set forth in the Blanket Issuer Letter of Representations made by the County to DTC.

### Section 3. Redemption of BANs and Bonds.

(a) If deemed appropriate by the Auditor, with the advice of the Municipal Advisor, the BANs shall be prepayable by the County, in whole or in part, on or after the date determined to be most appropriate by the Auditor, with the advice of the Municipal Advisor, upon thirty (30) days' notice to the owner of the BANs, without any premium, but with accrued interest to the date of prepayment.

(b) The Bonds are redeemable at the option of the County, but no sooner than five (5) years after their date of delivery (or ten (10) years for any Bonds purchased by the Indiana Finance Authority as part of the IFA Program), or any date thereafter, on 30 days' notice, in whole or in part, in any order of maturity (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, in inverse order of maturity on 60 days' notice) and by lot within a maturity, at the par amount thereof, together with a premium not greater than 1%, plus, in each case, accrued interest, if any, to the date fixed for redemption; provided, however, if the Bonds are sold to the IFA Program and registered in the name of the Indiana Finance Authority, the Bonds shall not be redeemable at the option of the County unless and until consented by the Indiana Finance Authority. The exact redemption dates and premiums shall be established by the Auditor with the advice of the Municipal Advisor.

(c) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the County, any Bonds maturing as

term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before sixty-five (65) days preceding the applicable mandatory redemption date, if the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program or the Indiana Bond Bank, or on or before forty-five (45) days preceding the applicable mandatory redemption date, if the Bonds are sold to any other purchaser.

(d) If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for mandatory sinking fund redemption before selecting the Bonds by lot for optional redemption.

(e) Notice of redemption shall be given not less than thirty (30) days (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, sixty (60) days) prior to the date fixed for redemption for Bonds that are sold to any other purchaser, unless such redemption notice is waived by the owner of the Bond or Bonds to be redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the County as of the date which is forty-five (45) days (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, seventy-five (75) days) prior to such redemption date for Bonds that are sold to any other purchaser. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

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

Section 4. Execution and Authentication of the BANs and the Bonds; Pledge of Net Revenues to the Bonds. The BANs and the Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Commissioners (the "Commissioners") and attested by the manual or facsimile signature of the Auditor, who shall affix the seal of the County to each of the BANs and the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the BANs and the Bonds. The BANs and the Bonds must be authenticated by an authorized officer of the Registrar or by the Auditor if the Auditor is acting as the Registrar. The Bonds, and any additional bonds hereafter issued on a parity with the Bonds in accordance with the restrictions imposed by this Ordinance (the "Parity Bonds"), as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the Net Revenues of the System. The County shall not be obligated to pay the principal of and interest on the Bonds, except from the Net Revenues of the System (except to the extent payable from the proceeds of the Bonds), and the Bonds shall not constitute an indebtedness of the County within the meaning of the provisions and limitations of the constitution of the State.

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

Section 5. Form of Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit C, with all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof.

Section 6. Preparation and Sale of BANs and Bonds. The Auditor is hereby authorized and directed to have the BANs and the Bonds prepared, and the Commissioners, and the Auditor are hereby authorized and directed to execute the BANs and the Bonds in the form and manner herein provided. The Auditor is hereby authorized and directed to deliver the BANs and the Bonds to the purchasers thereof after the sale made in accordance with the provisions of this Ordinance, provided that at the time of such delivery, the Auditor shall collect the full amount which the purchasers have agreed to pay therefor, which amount shall not be less than the applicable minimum percentage of the par value of the BANs or the Bonds set forth in Section 2 of this Ordinance. The County may receive payment for the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the County, payable out of the Net Revenues of the System to be set aside into the Sinking Fund as provided herein. The proceeds derived from the sale of the BANs and the Bonds shall be and are hereby set aside to pay the costs of the Project, the refunding of the BANs and the investment income therefrom, if applicable, and the expenses necessarily incurred in connection with the issuance of the BANs and the Bonds. The proper officers of the County are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

Section 7. Bond Sale Notice; Official Statement.

(a) If the Bonds will be sold at a competitive sale, the Auditor shall cause to be published either (i) a notice of such sale in the authorized newspaper(s) published in the County, two (2) times, at least one week apart, with the first publication being made at least fifteen (15) days before the date of the sale and the second publication being made at least three days before the date of the sale or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the *Indianapolis Business Journal*, all in accordance with INDIANA CODE 5-1-11, as amended, and INDIANA CODE 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Auditor and the attorneys employed by the County shall deem advisable. Any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the purchaser is required to submit to the County a certified or cashier's check (or wire transfer such amount as instructed by the County) not later than a time determined by the Municipal Advisor on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the County and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 2 of this Ordinance will be considered. The opinion of Bond Counsel approving the legality of the Bonds will be furnished to the purchaser at the expense of the County.

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

(c) As an alternative to public sale, the County may negotiate the sale of one or more series of the Bonds to the Indiana Finance Authority. The Commissioners and the Auditor are hereby authorized to (i) submit an application to the IFA Program, (ii) execute the Financial Assistance Agreement (in substantially the form attached as Exhibit B hereto and made a part hereof and including any amendment thereof) with the Indiana Finance Authority, and (iii) sell one or more series of the Bonds upon such terms as are acceptable to the Commissioners and the Auditor consistent with the terms of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Project shall be

executed by either the authorized officers of the County and the Indiana Finance Authority. The substantially final form of the Financial Assistance Agreement is hereby approved by the County Council, and the Commissioners and the Auditor are hereby authorized to execute and deliver the same and to approve any changes in form or substance to the Financial Assistance Agreement, and such approval shall be conclusively evidenced by its execution. The Commissioners and the Auditor are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance to the attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

As an alternative to public sale, the Auditor may also negotiate the sale of said Bonds to the Indiana Bond Bank at an interest rate or rates not exceeding five percent (5.0%) per annum. The Commissioners and the Auditor are hereby authorized to (i) submit an application to the Indiana Bond Bank, (ii) execute a purchase agreement with the Indiana Bond Bank, and (iii) sell such Bonds upon such terms as are acceptable to the Commissioners and the Auditor consistent with the terms of this ordinance.

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

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

#### Section 8. Use of Proceeds.

(a) The premium, if any, received at the time of the delivery of the Bonds shall be deposited in the Bond and Interest Account. The remaining proceeds from the sale of the Bonds and the BAN proceeds shall be deposited in a bank or banks which are legally designated

depositories for the funds of the County, in a special account or accounts to be designated as "County of Lake, 2022 Sewage Works Construction Account" (the "Construction Account"). All funds deposited to the credit of the Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State relating to the depositing, holding, securing or investing of public funds, including particularly INDIANA CODE 5-13, INDIANA CODE 5-1.2-1 through 5-1.2-4 and INDIANA CODE 5-1.2-10, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the costs of issuance of the BANs or the Bonds, the cost of the Project, refunding all or a portion of the BANs, if issued, or as otherwise required by the Act. The cost of obtaining the legal services of Bond Counsel shall be considered a part of the costs of issuance of the BANs and the Bonds.

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

(c) Any balance or balances remaining unexpended in the Construction Account after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the Project, shall either (1) be paid into the Bond and Interest Account of the Sinking Fund and used solely for the purpose of paying the interest on the BANs or the Bonds when due until depleted or (2) be used for the same purpose or type of project for which the BANs or the Bonds were originally issued, all in accordance with INDIANA CODE 5-1-13, as amended and supplemented.

(d) With respect to any series of Bonds sold to the Indiana Finance Authority, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the County or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the County and the Indiana Finance Authority), the County shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve as level as annual debt service as practicable as described in Section 2(c) subject to and upon the terms forth in the Financial Assistance Agreement.

(e) If any series of Bonds is sold to the Indiana Finance Authority, moneys deposited in the Construction Fund may be held by a financial institution as provided in Section 11(d) of this Ordinance.

**Section 9. Revenues.** There is hereby created the Sewage Works Revenue Fund (the "Revenue Fund"). All income and revenues of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall be maintained separate and apart from all other accounts of the County. All moneys deposited in the Revenue Fund may be invested in accordance with INDIANA CODE 5-13, INDIANA CODE 5-1.2-1 through INDIANA CODE 5-1.2-4, and INDIANA CODE 5-1.2-10, and other applicable laws. No moneys derived from the revenues of the System shall be

transferred to the general fund of the County or be used for any purpose not connected with the System.

Section 10. Operation and Maintenance Fund. There is hereby created the Operation and Maintenance Fund (the "O&M Fund"). There shall be transferred from the Revenue Fund and credited to the O&M Fund, on or before the last day of each calendar month a sufficient amount of the revenues of the System so that the balance in the O&M Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the System for the then next succeeding two (2) calendar months. The moneys credited to the O&M Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the System on a day-to-day basis, but none of the monies in such fund shall be used for depreciation, replacements or improvements. Any monies in the O&M Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of the principal of or interest on the Bonds and any Parity Bonds.

Section 11. Sewage Works Sinking Fund.

(a) General. There is hereby created and established a Sewage Works Sinking Fund (the "Sinking Fund"). After meeting the requirements of the O&M Fund set forth above, there shall be set aside and deposited in the Sinking Fund, as available, and as provided below, a sufficient amount of the Net Revenues of the System (including any System Development Charges) to meet the requirements of the Bond and Interest Account (the "Bond and Interest Account") and the Reserve Account (the "Reserve Account"), which accounts are hereby created. Such payments shall continue until the balance in the Bond and Interest Account, plus the balance in the Reserve Account, equal the amount necessary to redeem all of the Bonds.

(b) Bond and Interest Account. There shall be transferred, on or before the last day of each calendar month beginning after the Bonds have been issued, from the Revenue Fund and credited to the Bond and Interest Account: (i) commencing in the month the Bonds are issued, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to a fraction of the total amount of interest on the Bonds coming due on the next interest payment date (after deducting therefrom the amount already on deposit in the Bond and Interest Account on the date of issuance of the Bonds for the payment of such interest), which fraction shall be the quotient of one divided by the number of calendar months during which the Bonds will be outstanding prior to that first interest payment date; (ii) commencing in the month the Bonds are issued, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to a fraction of the total amount of principal of the Bonds coming due on the next principal payment date, whether by maturity or mandatory sinking fund redemption (after deducting therefrom the amount already on deposit in the Bond and Interest Account on the date of issuance of the Bonds for the payment of such principal), which fraction shall be the quotient of one divided by the number of calendar months during which the Bonds will be outstanding prior to that first principal payment date; (iii) commencing in the month of the first interest payment date for the Bonds following the date of issuance of the Bonds, an amount of the Net Revenues (or the entire balance if less than the



required amount) equal to one-sixth of the interest on the Bonds coming due on the next interest payment date; and (iv) commencing in the month of the first principal payment date for the Bonds following the date of issuance of the Bonds, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to one-sixth of the principal of the Bonds coming due on the next principal payment date, whether by maturity or mandatory sinking fund redemption until the amount of principal and interest on the next succeeding principal and interest payment date shall have been so credited. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the charges of the Paying Agent, if other than the Auditor, for paying the principal of, premium, if any, and interest on the Bonds as the same become payable. The County shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the Paying Agent sufficient moneys to pay the principal, premium, if any, and interest on their due dates, together with the amount of the charges of the Paying Agent, if other than the Auditor.

(c) Reserve Account.

(1) On the date of delivery of the Bonds, the County may deposit Bond proceeds, funds on hand or a combination thereof, into the Reserve Account. The balance to be maintained in the Reserve Account shall equal but not exceed the least of (i) the maximum annual debt service on the Bonds issued hereunder and any Parity Bonds, (ii) 125% of average annual debt service on the Bonds issued hereunder, and any Parity Bonds, or (iii) 10% of the par amount of the Bonds issued hereunder, and any Parity Bonds (the "Reserve Requirement"). If the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program then the Reserve Requirement shall equal but not exceed the maximum annual debt service on the Bonds, and any Parity Bonds. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds. The balance in the Reserve Account, allocable to the Bonds, shall never exceed the Reserve Requirement.

(2) The Reserve Account shall constitute a margin for safety and a protection against default in the payment of the principal of, premium, if any, and interest on the Bonds and any Parity Bonds and the moneys in the Reserve Account shall be used to pay the principal of and interest on the Bonds and any Parity Bonds to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be promptly made up from the next available Net Revenues after the required deposits into the Bond and Interest Account. In the event moneys in the Reserve Account are transferred to the Bond and Interest Account to pay the principal of and interest on the Bonds and any Parity Bonds then that depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the required deposits into the Bond and Interest Account. Investments in the Reserve Account shall be valued at least annually at their fair market value and marked to market. If, after such valuation, it is determined that the amount on deposit in the Reserve Account is in excess of the Reserve Requirement, such excess shall either be transferred to the Sewage Works Improvement Fund (the "Improvement Fund"), or be used for

the purchase of Bonds and any Parity Bonds or installments of principal of Bonds or any Parity Bonds at a price not exceeding par and accrued interest.

(3) Any portion of the Reserve Requirement, with the prior written consent of the Indiana Finance Authority, shall be deemed to be satisfied if there is on deposit in the Reserve Account any surety bond, insurance policy, guaranty, letter of credit or other credit enhancement in an amount equal to such portion, the issuer of which credit enhancement is rated at least "AAA" by Standard & Poor's Ratings Group and "Aaa" by Moody's Investors Service.

(d) The Sinking Fund (containing the Bond and Interest Account and the Reserve Account), or any portion thereof, and the Construction Fund, may be held by one or more financial institutions acceptable to the Indiana Finance Authority as part of its IFA Program, pursuant to terms acceptable to the Indiana Finance Authority. If the Sinking Fund and the accounts therein, or any portion thereof, are so held in trust, the County shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Account in accordance with Section 11 of this Ordinance, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules applicable to the County's outstanding Bonds and any Parity Bonds. If the Construction Fund is so held in trust, the County shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for the Bonds. The Commissioners and Auditor are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Fund in the form of trust agreement as approved by the Commissioners and Auditor, consistent with the terms and provisions of this Ordinance.

Section 12. Improvement Fund. After meeting the requirements of the O&M Fund and the Sinking Fund set forth above, the County shall transfer to the Improvement Fund from the Revenue Fund on or before the last day of each calendar month a sufficient amount of Net Revenues to be used for improvements to, replacements of, additions to and extensions of the System. Moneys in the Improvement Fund shall be transferred to the Bond and Interest Account if and to the extent necessary to prevent a default in the payment of the principal of, premium, if any, or interest on any Bonds, or Parity Bonds payable from Net Revenues, or, if necessary, to eliminate any deficiencies in the deposits or the minimum balance in the Reserve Account as required by Section 11(c) of this Ordinance. At any other time, moneys in the Improvement Fund may be transferred to the O&M Fund to meet unforeseen contingencies in the operation, repair and maintenance of the System. If any BANs or Bonds are sold to the Indiana Finance Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the System shall be transferred to the General Fund of the County or be used for any purpose not connected with the System.

Section 13. Maintenance of Accounts: Investments. The Sinking Fund shall be maintained as a separate account or accounts from all other accounts of the County. The O&M Fund and the Improvement Fund may be maintained in a single account or separate accounts, but

such account or accounts, shall likewise be maintained separate and apart from all other accounts of the County and apart from the Sinking Fund account or accounts. All moneys deposited in the Funds and Accounts created by this Ordinance shall be deposited, held and secured as public funds in accordance with the public depository laws of the State; provided that moneys therein may be invested in obligations in accordance with applicable laws, including INDIANA CODE 5-13, INDIANA CODE 5-1.2-1 through 5-1.2-4 and INDIANA CODE 5-1.2-10, as amended or supplemented, and in the event of such investment, the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this Section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts created by this Ordinance except that (a) the Sinking Fund and Construction Fund shall be maintained as a separate bank account from the other Funds and Accounts of the Sewage Works System, and (b) the other Funds and Accounts of the Sewage Works System shall be maintained as a separate bank account from the other funds and accounts of the County.

Section 14. Maintenance of Books and Records.

The County shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from the System, all disbursements made on account of the System and all other transactions relating to the System. Copies of all such statements and reports shall be kept on file in the office of the Auditor. If the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the System in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 15. Rate Covenant. The County covenants and agrees that it will establish and maintain just and equitable rates and charges for the use of and the service rendered by the System, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the System, or that in any way uses or is served by the System, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the County) provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Indiana Finance Authority as part of its IFA Program, to provide for Operation and Maintenance (as defined in the Financial Assistance Agreement) of the System, to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement and to pay all obligations of the System and of the County with respect to the System. Such rates and charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the System and the requirements of the Sinking Fund. The rates and charges so established shall apply to any and all use of the System by and service rendered to the County and shall be paid by the County as the charges accrue.

Section 16. Defeasance of Bonds. If: (i) any of the Bonds shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal, the premium, if any, and the interest, so due and payable upon all of the Bonds or any designated portion thereof then outstanding shall be paid; or (ii) the County shall cause to be held in trust for the purpose of paying when due the principal of, premium, if any, and interest on the Bonds or any designated portion thereof, money, together with direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due, will be sufficient, without reinvestment, to make such payments, and provision shall also be made for paying all fees and expenses for the redemption of such Bonds; then and in that case, such Bonds shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the System.

Section 17. Additional BANs and Bonds. The County reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The County reserves the right to authorize and issue Parity Bonds for the purpose of financing the cost of future additions to, extensions of and improvements to the System, or to refund obligations, subject to the following conditions:

(a) The principal of and interest on all bonds payable from the Net Revenues of the System shall have been paid in accordance with the terms thereof, and the amounts required to be paid into the Sinking Fund shall have been made to date in accordance with the provisions of this Ordinance.

(b) The Net Revenues of the System in the fiscal year immediately preceding the issuance of any such Parity Bonds (provided, within the 90 day period following the end of such preceding fiscal year, if such year's account records are not final as of the sale date of the Parity Bonds, the fiscal year preceding such year may be used in lieu of the immediately preceding year) shall be not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest requirements of the then outstanding bonds payable from the Net Revenues and the additional Parity Bonds proposed to be issued; or, prior to the issuance of such Parity Bonds, the sewer rates and charges shall be increased sufficiently so that such increased rates and charges applied to the previous year's operations (provided, within the 90 day period following the end of such preceding fiscal year, if such year's account records are not final as of the sale date of the Parity Bonds, the fiscal year preceding such year may be used in lieu of the immediately preceding year) would have produced Net Revenues for such year equal to not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest requirements of the then outstanding bonds payable from the Net Revenues and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the System shall be analyzed and all showings shall be prepared by a certified public accountant employed by the County for that purpose. In addition, for purposes of this subsection, with respect to any Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Indiana Finance Authority as part of its IFA Program, Net Revenues may not include any revenues from the System

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

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

(d) The Reserve Requirement shall be satisfied for the additional Parity Bonds either at the time of delivery of the additional Parity Bonds or over a five (5) year or shorter period, in a manner which is commensurate with the requirements established in Section 11(c) of this Ordinance.

(e) If the Bonds are sold to the Indiana Finance Authority: (i) the County obtains the consent of the Indiana Finance Authority; (ii) each of the County and the County Council has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance; and (iii) the County is in compliance with its National Pollution Discharge Elimination System permit, except for noncompliance, the elimination of which is a purpose for which the Parity Bonds, including any refunding bonds, are issued, so long as such issuance constitutes part of an overall plan to eliminate such noncompliance

Section 18. Further Covenants. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds, it is specifically provided as follows:

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

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

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

(d) So long as any of the BANs or the Bonds are outstanding, the County shall acquire and maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the

laws of the State. All insurance proceeds or condemnation proceeds shall be used in replacing or restoring the System or, with the prior written consent of the Indiana Finance Authority if the BANs or the Bonds are sold to the Indiana Finance Authority, may be deposited in the Sinking Fund.

(e) So long as any of the Bonds or BANs are outstanding, the County shall not mortgage, pledge or otherwise encumber the property and plant of its sewage works system, or any part thereof, nor shall it sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said utility, provided that the County shall obtain the prior written consent of the Authority if the Bonds or BANs are sold to the Indiana Finance Authority as part of its IFA Program.

(f) Except as otherwise specifically provided in Section 17 hereof, so long as any of the BANs or the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the System shall be authorized, executed, or issued by the County, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the BANs and the Bonds are redeemed or defeased pursuant to Section 16 hereof coincidentally with the delivery of such additional bonds or other obligations.

(g) The County shall take all reasonable actions or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid and solid waste, sewage, night soil or industrial waste is produced with available sanitary sewer. The County shall, insofar as reasonably possible, and to the extent permitted by law, cause all such sanitary sewers to be connected to the Sewage Works.

If the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall not without the prior written consent of the Indiana Finance Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the System other than for normal operating expenditures or (ii) borrow any money (including without limitation any loan from other utilities operated by the County) in connection with the System.

(h) The provisions of this Ordinance shall constitute a contract by and between the County and the owners of the BANs and the Bonds, all the terms of which shall be enforceable by any holder of the BANs or the Bonds by any and all appropriate proceedings in law or in equity. After the issuance of the BANs or the Bonds, this Ordinance shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the owners of the BANs or the Bonds, nor shall the County Council or any other body of the County adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the BANs or the Bonds remain outstanding. Except for the changes set forth in Section 21(a)(1)-(7) of this Ordinance, this Ordinance may be amended, however, without the consent of the BAN or the Bond owners, if the County Council determines, in its sole discretion, that such amendment would not adversely affect the rights of any of the owners of the BANs or the Bond;

provided, however, that if the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority.

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

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

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

(k) For purpose this Section 18, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the County to use property in exchange for a periodic payments made from the revenues of the sewage works, whether the County desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 19. Investment of Funds.

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

(b) The Auditor shall keep full and accurate records of investment earnings and income from moneys held in the Funds and Accounts created by this Ordinance. In order to comply with the provisions of the Ordinance, the Auditor is hereby authorized and directed to employ consultants or attorneys from time to time to advise the County as to requirements of federal law to preserve the tax exclusion described above. The Auditor may pay the fees of such consultants or attorneys as operation expenses of the System.

Section 20. Tax Covenants. In order to preserve the exclusion of interest on the BANs and the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the BANs or the Bonds, as the case may be (the "Code"), and as an inducement to the purchasers of the BANs and the Bonds, the County represents, covenants and agrees that:

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

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



not to the County) in respect of property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the BAN or Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than five percent (5%) of the BAN or Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the BAN or Bond proceeds.

(d) The County reasonably expects, as of the date hereof, that the BANs and the Bonds will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the BANs and the Bonds.

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

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

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

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

(i) On or before the date of issuance of each series of BANs and the Bonds, the Auditor is hereby authorized to designate all or any portion of such BANs or Bonds as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code, if determined appropriate and permissible thereunder, with the advice of Bond Counsel.

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

(k) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections"), which are designed to preserve the exclusion of interest on the BANs and the Bonds from gross income under federal law (the

“Tax Exemption”), need not be complied with if the County receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 21. Amendments with Consent of Bondholders.

(a) Subject to the terms and provisions contained in this Section and Section 18(i) of this Ordinance, 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, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the County Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the County Council for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance or any supplemental ordinance; provided, however, that if the BANs or Bonds are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority; and provided, further that nothing herein contained shall permit or be construed as permitting:

- (1) An extension of the maturity of the principal of or the due date of interest on any BAN or Bond; or
- (2) A reduction in the principal amount of any BAN or Bond or the redemption premium or the rate of interest thereon; or
- (3) The creation of a lien upon or a pledge of the revenues or Net Revenues of the System ranking prior to the pledge thereof created by this Ordinance; or
- (4) A preference or priority of any BAN or BANs over any other BAN or BANs or of any Bond or Bonds over any other Bond or Bonds; or
- (5) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or
- (6) A reduction in the Reserve Requirement; or
- (7) The extension of mandatory sinking fund redemption dates for the Bonds, if any.

(b) If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Auditor, 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 County Council from adopting the same, or from taking any action pursuant to the provisions thereof; provided, however, that if any BANs or Bonds

are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority. 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 County 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 County and 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 County and the owners of all the Bonds then outstanding.

Section 22. Issuance of BANs.

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

(b) The Commissioners and the Auditor are hereby authorized and directed to execute a Bond Anticipation Note Agreement, if any (and any amendments made from time to time) in such form or substance as they shall approve, acting upon the advice of Bond Counsel. The Commissioners and the Auditor may take such other actions or execute and deliver such certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as any one of them deem necessary or desirable in connection therewith.

Section 23. Rate Ordinance. The County Council will adopt its Rate Ordinance, which sets forth the rates and charges applicable to the System, prior to the sale of the Bonds.

Section 24. Continuing Disclosure. If necessary in order for the purchaser of the BANs or the Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the Commissioners and the Auditor are hereby authorized to execute and deliver, in the name and on behalf of the County, (i) an agreement by the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) or (d)(2) of the Rule, and (ii) amendments to such agreement from time to time in accordance with the terms of such agreement

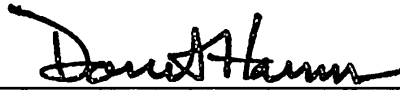
(the agreement and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Agreement”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Agreement shall be as set forth therein.

Section 25. Conflicting Ordinances. All prior ordinances and parts of prior ordinances, insofar as they are in conflict herewith, are hereby repealed.

Section 26. Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the County Council and ratification by the Commissioners.

Adopted this 11th day of October, 2022.

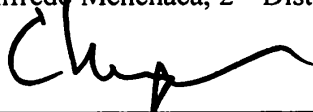
COUNTY COUNCIL,  
LAKE COUNTY, INDIANA



David Hamm, 1<sup>st</sup> District



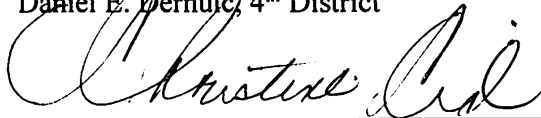
Alfredo Menchaca, 2<sup>nd</sup> District



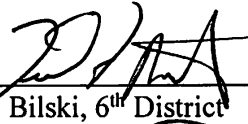
Charlie Brown, 3<sup>rd</sup> District



Daniel E. Bernule, 4<sup>th</sup> District



Christine Cid, 5<sup>th</sup> District

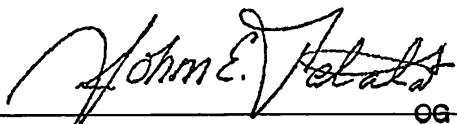


Ted F. Bilski, 6<sup>th</sup> District



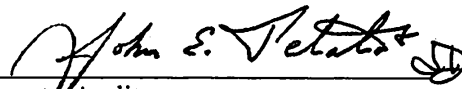
Christian J. Jorgensen, 7<sup>th</sup> District

ATTEST:



Auditor

I, the County Auditor of Lake County, Indiana, pursuant to Indiana Code 36-2-4-8, hereby certify that I have delivered the foregoing Ordinance to the Board of Commissioners at 10:00a.m. on October 12, 2022.

  
County Auditor

The foregoing Ordinance is hereby approved by the Board of Commissioners of the County of Lake, Indiana.

\_\_\_\_\_  
Kyle W. Allen, 1<sup>st</sup> District

\_\_\_\_\_  
Jerry Tippy, 2<sup>nd</sup> District

\_\_\_\_\_  
Michael C. Repay, 3<sup>rd</sup> District

**SCHEDULE OF EXHIBITS**

**EXHIBIT A - PROJECT DESCRIPTIONS**

**EXHIBIT B - FORM OF FINANCIAL ASSISTANCE AGREEMENT**

**EXHIBIT C - FORM OF BOND**

**EXHIBIT A**

**PROJECT DESCRIPTIONS**

The BANs are being issued to pay the engineering costs related to the construction of low pressure sewer, gravity sewer, force main and a lift station for Basins 3, 7 and 10 and to pay cost of issuance expenses.

The Bonds are being issued to finance engineering and project development costs related to the construction of low pressure sewer, gravity sewer, force main and a lift station for Basins 3, 7 and 10, the preliminary design work for Basins 4 and 5, and to pay cost of issuance expenses.



**EXHIBIT B**

**FORM OF FINANCIAL ASSISTANCE AGREEMENT  
(ATTACHED)**

**Error! Unknown document property name.**

**STATE OF INDIANA**

**WASTEWATER REVOLVING LOAN PROGRAM**

**FINANCIAL ASSISTANCE AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the County of Lake, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-2, witnesseth:

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

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

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

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

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

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

**ARTICLE I**

**DEFINITIONS**

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

**“Agency”** shall mean the United States Environmental Protection Agency or its successor.

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

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

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

**“Bond”** or **“Bonds”** shall mean the instrument(s) which evidence(s) the Loan (including the 2022 BAN), as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

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

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

**“Clean Water Act”** shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

**“Equity Account”** shall mean the Equity Grant Account, the Equity Earnings Account and any other Equity account, each as created and existing from time to time under the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

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

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

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

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

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

**“Loan Forgiveness”** shall mean the forgiveness and discharge of the 2022 BAN as provided by Section 2.02(d) herein to the extent permitted by the governing provisions of the 2020/21/22 Grant, provided that (a) such grant is awarded to the Finance Authority prior to any such Loan Forgiveness and (b) the terms of such grant permit Financial Assistance (in nature of the 2022 BAN) to be forgiven and discharged.

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

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

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

applicable if the full amount of the Loan has been disbursed and deposited in the Participant's Construction Fund by the Non-Use Assessment Date.

**"Non-Use Assessment Date"** shall mean [\_\_\_\_\_ 1, 20\_\_] and the first day of each sixth (6<sup>th</sup>) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

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

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

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

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

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

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

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

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

**"State"** shall mean the State of Indiana.

**"Substantial Completion of Construction"** shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor

components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

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

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

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

**“2020/21/22 Grant”** shall mean the federal capitalization grant related to the federal fiscal years ending September 30 of 2020, 2021 and/or 2022 (assistance identification number to be designated by the Finance Authority when and if awarded related to CFDA number 66.458), if any, made available to the Finance Authority by the Agency for use as part of the Wastewater SRF Program, provided that such grant is available and designated by the Finance Authority as a source of funding for the portion of the Loan evidenced by the 2022 BAN, whether such designation by the Finance Authority occurs when this Agreement is entered into or later, or such other portion thereof as hereafter designated by the Finance Authority.

**“2014 Appropriations Act”** shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

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

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

(End of Article I)

**ARTICLE II****PURPOSE OF BORROWING AND  
LOAN TERMS**

**Section 2.01. Amount; Purpose.** The Finance Authority agrees to Loan an amount not to exceed [ ] Dollars (\$[ ]) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report (“Planning”), (b) eligible design services for the production of Plans and Specifications (“Design”) and (c) eligible construction costs, including financing and legal costs (“Construction”). The Loan shall be funded solely from unallocated and available proceeds of the 2020/21/22 Grant or from other sources (including its Purchase Account and Equity Accounts) that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: County of Lake, Indiana, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

**Section 2.02. The Bonds.**

(a) Until paid, the Participant’s Taxable Sewage Works Bond Anticipation Notes, Series 2022 (the “2022 BAN”) will bear interest at the per annum rate of zero percent (0%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. The 2022 BAN will be in the aggregate principal amount of [ ] Dollars (\$[ ]). Subject to Section 2.05 and 2.06 herein, the 2022 BAN will mature on March 31, 2026.

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

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

(d) The principal maturity of the 2022 BAN is subject to Loan Forgiveness (which evidences a portion of the Loan made hereunder) and shall be deemed forgiven and discharged on March 31, 2026 to the extent permitted by the governing provisions of the 2020/21/22 Grant, provided however that there is not then existing any default under this Agreement and the



Participant has otherwise complied with the terms and conditions of this Agreement. The Participant acknowledges that a portion of the Financial Assistance is subject to Loan Forgiveness which Financial Assistance was made available to the Participant in reliance upon information submitted to the Finance Authority by the Participant that demonstrated individual ratepayers (in the residential user rate class of the Participant that does not meet the SRF Program's affordability criteria) would have otherwise experienced a significant hardship from the increase in rates necessary to finance the Project. The Participant hereby represents the additional subsidization afforded by such Loan Forgiveness has been (and it agrees to cause such to continue to be) directed to the benefit of such individual ratepayers through the Participant's user rate system or other appropriate methods.

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

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

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

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

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

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of the 2020/21/22 Grant or from other sources (including its Purchase Account and Equity Accounts) that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

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

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

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

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

**Section 2.05. Effect of Disbursements.** Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds unless cost related to a disbursement

has been designated as not eligible for funding from the 2020/21/22 Grant. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

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

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment to the Finance Authority within 10 days after any Finance Authority written demand. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

**ARTICLE III****REPRESENTATIONS, WARRANTIES AND COVENANTS  
OF THE PARTICIPANT**

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

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

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

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

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

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

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

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

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided

by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

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

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

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

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq.*, the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any

actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

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

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

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than \$750,000.

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

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance



Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

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

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

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

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

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

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

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

(a) The Participant is duly organized and existing under State law, and constitutes a “political subdivision” within the meaning of I.C. 5-1.2-2-57) and a “participant” within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23.

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

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

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

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

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

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

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

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

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

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

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

**Section 3.06. Tax Covenants.** The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to

comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

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

(End of Article III)

**ARTICLE IV****DEFAULTS**

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

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

(End of Article IV)

**ARTICLE V****MISCELLANEOUS**

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

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

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

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

**Section 5.05. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

**Section 5.06. Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

**Section 5.07. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

**Section 5.08. Notices.** All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority  
SRF Programs  
100 North Senate, Room 1275

Indianapolis, Indiana 46204  
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

2293 N. Main Street,  
Crown Point, IN 46307  
Attention: Auditor

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

**Section 5.09. Expenses.** The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to \$10,000, which may be paid from a Loan disbursement.

**Section 5.10. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

**Section 5.11. Term.** This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

**Section 5.12. Non-Collusion.** The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.



**Section 5.13. Federal Award Information.** The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

[THE REMAINDER OF THIS PAGE HAS  
BEEN INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

**COUNTY OF LAKE, INDIANA**

**INDIANA FINANCE AUTHORITY**

“Participant”

“Finance Authority”

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

James P. McGoff

Title: \_\_\_\_\_

Director of Environmental Programs

Attest: \_\_\_\_\_

(Signature Page to Financial Assistance Agreement)

Error! Unknown document property name.

**EXHIBIT A**

**Project Description**

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

- [To come from approved PER]
- 
- 
- 

[The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at [www.srf.in.gov](http://www.srf.in.gov).]

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

**EXHIBIT B**

**[RESERVED]**

[End of Exhibit B]

**Error! Unknown document property name.**

**EXHIBIT C**  
**Credit Instrument**

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

**Exhibit D**  
**Additional Terms**

- A. *The following additional terms in this Paragraph A (related to costs of Planning or Design being treated as Eligible Costs under this Agreement and the related defined terms) are [NOT] applicable to the Loan:*

**“Equivalency Project”** shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2020 (or such later federal fiscal year as the Finance Authority may otherwise designate).

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Safe Drinking Water Act.

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works.

**“A/E Services”** shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility

studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

- B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.*

**“GPR Projects”** shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

**“GPR Projects Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

**“GPR Projects Business Case Amount”** shall mean the amount referenced in the Participant’s business case related to GPR Projects as was set in the Participant’s Preliminary Engineering Report (or categorical exclusion) posted at [www.srf.in.gov](http://www.srf.in.gov), uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds.

**“GPR Projects Expenditures”** shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are [NOT] applicable to the Loan:*

**“Non-point Source Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

**“Non-point Source Expenditures”** shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

**“Non-point Source Projects Amount”** shall mean the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds

**“Non-point Source Projects”** shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance

Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]



**EXHIBIT C**

**FORM OF BOND**

No. R-\_\_

[Unless this 202\_ Bond (as defined below) is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to Lake County, Indiana, or its agent for registration of transfer, exchange or payment, and any 202\_ Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

**UNITED STATES OF AMERICA**

**STATE OF INDIANA**

**LAKE COUNTY**

**LAKE COUNTY, INDIANA  
SEWAGE WORKS REVENUE BOND, SERIES 202\_\_**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>Authentication Date</u>	[CUSIP]
[See <u>Exhibit A</u> ]	___ %	_____, 202_	_____	_____

Registered Owner:  
Principal Sum:

Lake County (the “County”), State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum specified above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for this 202\_ Bond (as defined below), or its assigns,] on [the Maturity Date set forth above] or [January 1 and July 1 in the years and in the amounts set forth in Exhibit A attached hereto] [(unless this 202\_ Bond is subject to and shall have been duly called for redemption and payment as provided for herein)], and to pay interest hereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this 202\_ Bond, unless this 202\_ Bond is authenticated after the fifteenth day preceding an interest payment date and on or before such interest payment date, in which case it shall bear interest from such interest payment date, or unless this 202\_ Bond is authenticated on or before [ \_\_\_\_\_ ] 15, 202\_, in

which case it shall bear interest from the Original Issue Date, which interest is payable semiannually on January 1 and July 1 of each year, beginning on [ \_\_\_\_\_ ] 202\_. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of and premium, if any, on this 202\_ Bond is payable at the designated office of \_\_\_\_\_ (the "Registrar" or the "Paying Agent"), in the \_\_\_\_\_ of \_\_\_\_\_ Indiana.] All payments of [principal of, premium, if any, and] interest on this 202\_ Bond shall be paid by [check mailed one business day prior to the interest payment date] [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority (the "Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the Registered Owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by the [Auditor of the County (the "Registrar" or the "Paying Agent") in the County] [Registrar]. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the County's Sewage Works Revenue Bonds, Series 202\_ (the "202\_ Bonds"), shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This 202\_ Bond shall not constitute an indebtedness of the County within the meaning of the provisions and limitations of the constitution of the State, and the County shall not be obligated to pay this 202\_ Bond or the interest hereon except from the special fund provided from the Net Revenues (herein defined as the gross revenues, inclusive of System Development Charges (as defined in the Ordinance), of the System (herein defined as the County's sewage works system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired) remaining after the payment of the reasonable expense of operation, repair and maintenance of the System, excluding transfers for payment in lieu of property taxes).

This 202\_ Bond is one of an authorized series of 202\_ Bonds of like tenor and effect, except as to numbering, interest rates per annum and dates of maturity, in the total amount of [ \_\_\_\_\_ ] Dollars (\$ \_\_\_\_\_) lettered and numbered consecutively from R-1 and upward, issued for the purpose of providing funds required to pay the preliminary engineering and design costs required for the County's acquisition of, and the construction and installation of certain improvements to, the System, including, without limitation, the acquisition and installation of necessary equipment therefor and the making of other site improvements related thereto (the "Project"), [to refund interim notes issued in anticipation of the 202\_ Bonds (the "BANs")] and to pay the costs of issuance of the 202\_ Bonds [and the BANs], as authorized by: an ordinance adopted by the County Council on [ \_\_\_\_\_ ], 2022, entitled "An Ordinance authorizing the acquisition, construction and installation of certain improvements for the sewage works system of Lake County, the issuance of revenue bonds to provide the cost thereof, the collection, segregation and distribution of the revenues of such system, the safeguarding of the interests of the owners of such revenue bonds and other matters connected therewith, including

the issuance of notes in anticipation of such bonds, and repealing ordinances inconsistent herewith" (the "Ordinance"), and in strict compliance with the provisions of INDIANA CODE 36-9-23 *et seq.*, as in effect on the issue date of this 202\_ Bond (the "Act"). Capitalized terms not otherwise defined herein have the same meanings as ascribed to them in the Ordinance.

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the County and the Authority concerning certain terms and covenants pertaining to the sewage works project and purchase of this bond as part of the wastewater loan program established and existing pursuant to [INDIANA CODE 5-1.2-1 through INDIANA CODE 5-1.2-4, INDIANA CODE 5-1.2-10 and INDIANA CODE 5-1.2-11]]

Pursuant to the provisions of the Ordinance and the Act, the principal of and interest on this 202\_ Bond, all other 202\_ Bonds, and any bonds hereafter issued ranking on a parity therewith (collectively, the "Bonds"), are payable solely from the Sewage Works Sinking Fund (the "Sinking Fund") to be funded from the Net Revenues of the System, except to the extent payable from the proceeds of the Bonds.

The County irrevocably pledges, the entire Net Revenues of the System to the prompt payment of the principal of and interest on the Bonds and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by the System as are sufficient in each year for the payment of the proper and reasonable expenses of [operation, repair and maintenance] OR [Operation and Maintenance (as defined in the Financial Assistance Agreement)] of the sewage works and, and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. The County has covenanted to maintain rates and charges, to the extent permitted by law, to produce Net Revenues sufficient to pay the annual debt service on the Bonds. If the County or the proper officers of the County shall fail or refuse to so fix, maintain and collect such rates or charges, or if there shall be a default in the payment of the principal of or interest on the Bonds when due, the owner of this 202\_ Bond shall have all of the rights and remedies provided for in the Act and the Ordinance, including the right to have a receiver appointed to administer the System (in the event of a default in the payment of the principal of or the interest on the Bonds when due or in the event of default in respect to any of the provisions of this Ordinance or the Act), and, by civil action, to protect and enforce rights granted by the Act or under the Ordinance in connection with any action or duty to be performed by the County, the County Council or any officer of the County, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

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

The 202\_ Bonds maturing on and after \_\_\_\_\_, are redeemable at the option of the County on \_\_\_\_\_ 1, 20\_\_, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, in inverse order of maturity and by lot within a maturity, at face value, [together with the following premiums:

\_\_\_% if redeemed on \_\_\_\_\_ 1, 20\_\_ or thereafter  
           on or before \_\_\_\_\_, 20\_\_;  
 \_\_\_% if redeemed on \_\_\_\_\_ 1, 20\_\_ or thereafter  
           on or before \_\_\_\_\_, 20\_\_;  
 \_\_\_% if redeemed on \_\_\_\_\_ 1, 20\_\_, or thereafter  
           prior to maturity;]

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

[The 202\_ Bonds maturing on \_\_\_\_\_, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, plus accrued interest, on January 1 and July 1 in the years and in the amounts set forth below:

<u>Year</u>	<u>Amount</u>
-------------	---------------

\*

\*Final Maturity.]

[In the event the 202\_ Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the 202\_ Bonds for mandatory sinking fund redemption before selecting the 202\_ Bonds by lot for optional redemption.]

Notice of redemption shall be mailed to the address of the Registered Owner as shown on the registration record of the County, as of the date which is [forty-five (45)] days prior to such redemption date, not less than [thirty (30)] days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the 202\_ Bonds called for redemption. The place of redemption may be determined by the County. Interest on the 202\_ Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

[The 202\_ Bonds shall be called for redemption in multiples of [\$5,000] [\$1.00]. The 202\_ Bonds in denominations of more than \$1.00 shall be treated as representing the number of 202\_ Bonds obtained by dividing the denomination of the 202\_ Bond by [\$5,000] [\$1.00] within a maturity.] The 202\_ Bonds may be redeemed in part. In the event of the redemption of the 202\_ Bonds in part, upon surrender of the 202\_ Bond to be redeemed, a 202\_ Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the 202\_ Bond surrendered shall be issued to the Registered Owner.

If this 202\_ Bond shall not be presented for payment or redemption on the date fixed therefor, and the County shall have deposited in trust with [the Paying Agent] [its depository bank], an amount sufficient to pay this 202\_ Bond or the redemption price, as the case may be, then the Registered Owner shall thereafter look only to the funds so deposited in trust with [the Paying Agent] [such depository bank] for payment and the County shall have no further obligation or liability with respect thereto.

This 202\_ Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar, by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this 202\_ Bond, together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a fully registered 202\_ Bond or 202\_ Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the Registered Owner, as the case may be, in exchange therefor. [Except as otherwise provided in the Disclosure Agreement described below, the] [The] County, the Registrar and the Paying Agent may treat and consider the person in whose name this 202\_ Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof, premium, if any, and interest due hereon.

The 202\_ Bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$5,000] [\$1.00] or any integral multiple thereof not exceeding the aggregate principal amount of the 202\_ Bonds maturing in such year.

[All of the 202\_ Bonds have been designated [or deemed designated] as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

THE REGISTERED OWNER, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. This 202\_ Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance. The Ordinance may be amended without the consent of the owners of the 202\_ Bonds as provided in the Ordinance if the County Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the 202\_ Bonds.

[Reference is hereby made to the Financial Assistance Agreement (“Financial Assistance Agreement”) between the County and the Authority concerning certain terms and covenants pertaining to the sewage works project and the purchase of this bond as part of the wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

[A Continuing Disclosure Agreement dated as of the Original Issue Date (the “Disclosure Agreement”) has been executed by the County for the benefit of each registered or beneficial owner of any 202\_ Bond. A copy of the Disclosure Agreement is available from the County and its terms are incorporated herein by reference. The Disclosure Agreement contains certain covenants of the County to each registered or beneficial owner of any 202\_ Bond, including a covenant to provide continuing disclosure of certain annual financial information and notices of the occurrence of certain events, if material. By its payment for and acceptance of this 202\_ Bond, the Registered Owner and any beneficial owner of this 202\_ Bond assents to the Disclosure Agreement and to the exchange of such payment and acceptance for such covenants.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and completion of the execution, issuance and delivery of this 202\_ Bond have been done and performed in regular and due form as provided by law.

This 202\_ 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 County Commissioners of Lake County, Indiana have caused this 202\_ Bond to be executed in the name of the County and on its behalf by the manual or facsimile signature of its Board of Commissioners, have its corporate seal affixed hereunto, imprinted or impressed by any means, and be attested manually or by facsimile by its County Auditor.

[SEAL]

LAKE COUNTY, INDIANA

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Auditor

**REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

It is hereby certified that this 202\_ Bond is one of the Bonds described in the 202\_ Ordinance.

[\_\_\_\_\_,  
as Registrar

By \_\_\_\_\_  
Authorized Representative]

**EXHIBIT A TO BOND**  
**LAKE COUNTY, INDIANA**  
**SEWAGE WORKS REVENUE BOND, SERIES 202\_**

<u>Maturity</u>	<u>Principal</u>
<u>Date</u>	<u>Due</u>

74605607v3

|



In the Matter of Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2022, Ord. No. 1466A for LADOS Division 2

Jorgensen made the motion, seconded by Dernulc, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1466A-7

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2022, ORDINANCE NO. 1466A

**WHEREAS,** on December 14, 2021, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2022, Ordinance No. 1466A; and

**WHEREAS,** the Lake County Council now desires to amend the Ordinance.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be amended and adopted as follows:

**DELETE:**

Section IV.

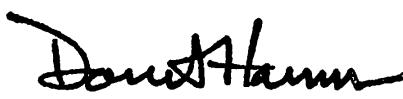
- 43. Lake County Court Administered Alcohol and Drug Service Program LADOS Div. 2
  - a. Clerk/Court Intake Representative 10.00-15.00/hr.
  - b. Administrative Skilled Craft/Assistant 12.00-20.00/hr.
  - c. Certified Addictions Mental Health Professional/Education Instructor 30.00-40.00/hr.
  - d. Licensed Clinician, Master’s Level, LCAC, LMHC 50.00-55.00/hr.

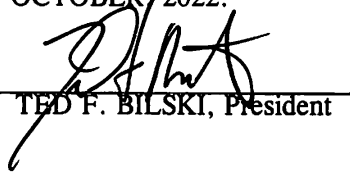
**INSERT:**


Section IV.


- 43. Lake County Court Administered Alcohol and Drug Service Program LADOS Div. 2
  - a. Clerk/Court Intake Representative 12.00-17.00/hr.
  - b. Administrative Skilled Craft/Assistant 15.00-20.00/hr.
  - c. Certified Addictions Mental Health Professional/Education Instructor 30.00-40.00/hr.
  - d. Licensed Clinician, Master’s Level, LCAC, LMHC 50.00-55.00/hr.

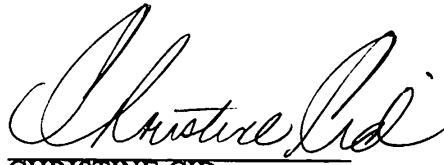
SO ORDAINED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2022.


  
 \_\_\_\_\_  
 DAVID HAMM

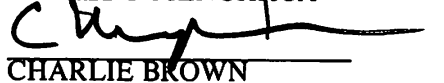
  
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 TED F. BILSKI, President

  
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 CHRISTIAN J. JORGENSEN

  
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 DANIEL E. DERNULC

  
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 CHRISTINE CID

  
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 ALFREDO MENCHACA

  
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 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Amending Ordinance No. 1459C, the Ordinance Declaring Funds Dormant and Repealing and Rescinding the Ordinance Establishing the Funds

Jorgensen made the motion, seconded by Brown, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Hamm, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1459C-12

ORDINANCE AMENDING ORDINANCE NO. 1459C, THE  
ORDINANCE DECLARING FUNDS DORMANT AND  
REPEALING AND RESCINDING THE ORDINANCE ESTABLISHING THE FUNDS

**WHEREAS,** on May 11, 2021, the Lake County Council adopted the Ordinance Declaring Funds Dormant and Repealing and Rescinding the Ordinance Establishing the Funds, Ordinance No. 1459C; and

**WHEREAS,** the Lake County Council now desires to amend Ordinance No. 1459C in order to add the following funds created by Ordinance as dormant and repealing and rescinding the Ordinances establishing the funds:

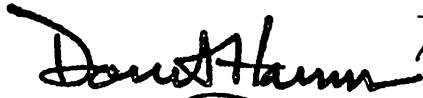

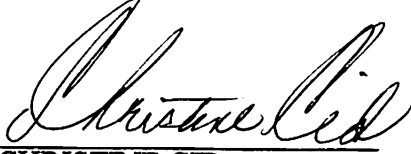
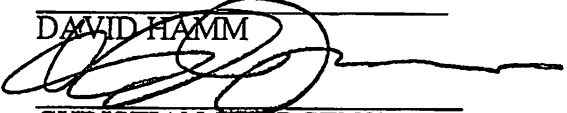
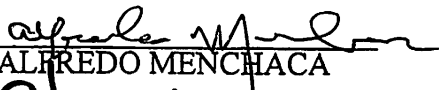


Fund 9253     Creating the Lake County Anti-Bioterrorism Fund,  
Ordinance No. 1255I.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1459C shall be amended by adding the following funds created by Ordinances as dormant and repealing and rescinding the Ordinances establishing the funds:

Fund 9253     Creating the Lake County Anti-Bioterrorism Fund,  
Ordinance No. 1255I.

SO ORDAINED THIS 11<sup>th</sup> DAY OF OCTOBER, 2022.

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Granting Petition to Vacate a Portion of a Public Right of Way by Lake Ridge Fire Protection District

Menchaca made the motion, seconded by Jorgensen, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Menchaca made the motion, seconded by Jorgensen, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Menchaca made the motion, seconded by Jorgensen, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

**ORDINANCE NO. 1476B**

**ORDINANCE GRANTING PETITION TO VACATE  
A PORTION OF A PUBLIC RIGHT OF WAY BY  
LAKE RIDGE FIRE PROTECTION DISTRICT**

**WHEREAS**, Petitioner Lake Ridge Fire Protection District pursuant to I.C. 36-7-3-12 file their Petition to Vacate a Portion of a Public Right of Way; and

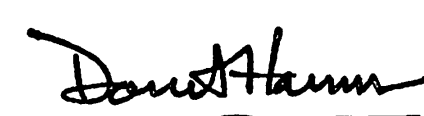
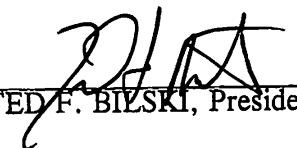
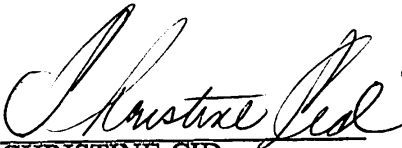


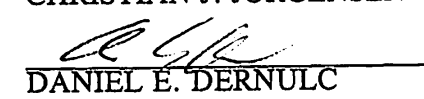

**WHEREAS**, the Lake County Council on the 11<sup>th</sup> day of October, 2022, granted the said petition.

**IT IS NOW, THEREFORE, ORDAINED AS FOLLOWS:**

That the following described real estate in Lake County, Indiana, shall be given fee simple to the Petitioner Lake Ridge Fire Protection District:

All that part of Taft Street (Indiana Avenue Platted) being part of Block 20 of Hosford Park, Calumet Township, Lake County, Indiana, as shown in Plat Book 4, Page 5 in the Office of the Recorder, Lake County, Indiana, written and prepared by John Stuart Allen an Indiana Professional Surveyor number 29900011 with Torrenga Surveying, LLC and originally depicted on a Boundary Survey dated July 19, 2022 and having a job number of 2021-1219, more particularly described as follows: Beginning at the Northwest corner of Lot 36 in said Block 20; thence South 01 degrees 31 minutes 23 seconds East along the East line of said Taft Street, a distance of 301.78 feet to the Southwest corner of Lot 25 in said Block 20; thence South 89 degrees 50 minutes 09 seconds West along the Westerly elongation of the South line of said Lot 25, a distance of 33.01 feet to a point on the West line of said Taft Street; thence North 01 degrees 31 minutes 23 seconds West along the West line of said Taft Street being parallel with and 33.00 feet West of the East Right of Way line of said Taft Street, a distance of 301.78 feet to a point on the Westerly elongation of the North line of said Lot 36; thence North 89 degrees 53 minutes 26 seconds East along the said Westerly extension, a distance of 33.01 feet to the Point of Beginning, containing 9,959 Square Feet, 0.23 Acres, more or less, all in Lake County, Indiana.

**SO ORDAINED THIS 11th DAY OF OCTOBER, 2022.**

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN S. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Establishing the Lake County Health Department COVID-19 Vaccine Administration Disbursements Fund, Non-Reverting Fund

Brown made the motion, seconded by Jorgensen, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Brown made the motion, seconded by Jorgensen, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Brown made the motion, seconded by Jorgensen, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1476C

ORDINANCE ESTABLISHING THE LAKE COUNTY HEALTH DEPARTMENT COVID-19 VACCINE ADMINISTRATION DISBURSEMENTS FUND, NON-REVERTING FUND

**WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

**WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and

**WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and

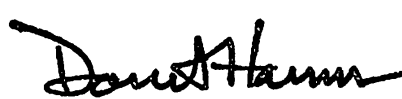
**WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers are made; and

**WHEREAS,** the Lake County Council desires to establish the Lake County Health Department COVID-19 Vaccine Administration Disbursements Fund for the deposit of reimbursement funds associated with the administration of COVID-19 vaccines authorized by the Center for Disease Control and Prevention (CDC) and the U.S. Health Resources and Services Administration (HRSA) for administrative costs.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council establishes the Lake County Health Department COVID-19 Vaccine Administration Disbursement Fund, a non-reverting fund, for the deposit of reimbursement funds associated with the administration of COVID-19 vaccines authorized by the Center for Disease Control and Prevention (CDC) and the U.S. Health Resources and Services Administration (HRSA) for administrative costs.
2. That money remaining in the Fund at the end of the year shall remain in the Fund and not revert to the General Fund.

SO ORDAINED THIS 11<sup>th</sup> DAY OF OCTOBER, 2022.

  
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TED F. BILSKI, President

DAVID HAMM

  
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CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
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CHRISTINE CID

  
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ALFREDO MENCHACA

  
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CHARLIE BROWN

Members of the Lake County Council

Acknowledgements:

Bilski: U.S Department of Education has named three Northwest Indiana schools as 2022 National Blue-Ribbon Schools on 9/15/2022: Central Elementary and St. Paul Catholic in Valparaiso and James E. Eads Elementary in Munster. They have the states highest high school graduation rate and the students have scored in the top 15% in English and Mathematics measured by state assessments. The schools were apart of 276 recognized.

Public Comments: Connie Wachala from Highland asked the council to consider expanding greenhouses with Resolution "30 by 30".

There being no further business to come before the Council, it was moved and seconded that this Council does now adjourn, to meet again as required by law.

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President, Lake County Council

ATTEST:

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John E. Petalas,  
Lake County Auditor