

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 Christine Cid, Presiding Chair, David Hamm, Pete Lindemulder, Ted Bilski, Randy Niemeyer and Clorius Lay, County Councilpersons, together with Tom O'Donnell and Ray Szarmach, County Council Attorneys. Council President Charlie Brown was absent.

In the Matter of Minutes – July 11, 2023

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Brown and Lay were absent. Motion to approve carried 5-yes, 2-absent.

Niemeyer made the motion, seconded by Bilski, to amend the agenda to add discussion with the County Treasurer and the County Auditor regarding budgets. Majority voted yes. Brown and Lay were absent. Motion to amend agenda to add discussion regarding budgets carried 5-yes, 2-absent.

Cid dispersed a list of questions regarding the budget to the Treasurer and the Auditor.

Cid – The auditor claims to balance daily, how can they be balanced daily when they admit accurate records aren't available?

John Petalas – I cannot talk for what Kathy (auditors chief deputy) wrote but I can tell you that they do not balance. Unless she meant they were supposed to balance daily and maybe that's where the confusion came from. There is no balance yet. Which is the whole issue.

Lindemulder – In response to your letter dated July 31, 2023 "The Auditors Department and the Treasurers Department balance receipts daily.

John Petalas – That came from the Auditors. One came from me as Treasurer and one came from the Auditor.

Tammy Byrum – The reference on that letter is fact that the receipts and the disbursements are balanced daily outside of the Oracle system. When it comes to that Form 61 and the monthly balancing there were certain reports we needed. There are variances in those reports and as far as I know the data is in the system and now we have the reports so it's going to be a matter of extracting data and I'm sure that Scott has a plan that's been put in place. It's been an ongoing work and process to get what's needed.

John Petalas – I think she's trying to tell you that the money is all there. So basically, it's a data issue as far as the balancing is concerned. On your third question, I brought an employee from my office so she could explain what she meant by the remark that's here.

Ashley C. – What I meant was, its not that the Auditor's office wasn't putting in information, it's the conversion from Lawson. Some of that information didn't get put into Oracle Cash Management. So, I'm unable to balance our bank statements. I'm not unable to balance with the Auditor monthly. I can't reconcile my banks because some of the information from Lawson didn't get put in correctly.

Cid – Who put in that information?

Ashley C. – Payroll information was not put in.

Bilski – So, does that payroll information come directly from the Auditor?

John Petalas – The Auditor is responsible for payroll but its handled downstairs.

Ajaz Mohammed – It's done through Data Processing.

Cid – But doesn't each department enter their own payroll into the system?

John Petalas – Into the Oracle. There were some snafus with the Oracle payroll system like the very first paycheck of the year and after that it was solved.

Bilski – How do we solve the problem? Do we need to have open discussion about bringing in a forensic accounting firm to get this done so we can move forward? The budgets right around the corner, we do not have any time.

John Petalas – My understanding is that there are two individuals talking to three firms. Where they are as far as when they're going to put in a proposal, that is up to Matt Fech or Scott.

Cid – The thing that concerns me is why we waited so long to bring someone else in. I saw emails where Ajaz was requesting that they bring somebody in and he was not prepared to do the conversion. I don't understand why at that time we didn't act instead of waiting until now when its budget crisis time. Even if someone comes in, how long is it going to take them to get this resolved?

John Petalas – Ajaz put in that request in November of 2021, we didn't roll until July of 2022. So, Data Processing didn't see the wisdom in hiring an accountant several months before we even rolled over. That was predicated on the fact when we rolled over from the Legacy System to the Lawson system twenty-five years ago, we had no issues. Data Processing was hoping to do this roll over in-house. Unfortunately, Oracle hired a vendor and sold us a five-million-dollar piece of software. I don't even know where that idea came from. We just got a phone call one day stating that we were getting a new piece of software. Oracle hired an outside vendor called HTC and they were the people responsible for doing the inputting after the roll over. They had issues because they're not acclimated towards doing anything with government agencies. Oracle is a big firm that does airlines and big corporations and I know that Glen in my office, who is a CPA, had several conversations with them and they had a difficult time understanding what they had to do. Needless to say, the information is there. Its inside the computer, its inside the software. It's just a matter of trying to find it so we could extract these forms. The girls have been trying to do the forms and the information they're getting is an error signal or no forms at all. Or they'll get a form like the one we have where we have 2.7-million-dollar expenditure to the Town of Munster that was listed eight times. Which is part of the reason there's that variance and obviously other stuff like that in there that everybody is trying to decipher right now while Scott and Matt are still trying to bring somebody in so we can get it done a lot quicker for budget purposes.

Cid – Was there an attempt to retrieve those forms prior to going live?

John Petalas – No, but you could retrieve the forms until you went online.

Cid – So when did you go live?

Ajaz Mohammed – July of 2022.

Cid – So we've been working on this issue since July of 2022 and haven't found a solution?

Lindemulder – Is this an accounting issue or more of a data issue? Is an accountant going to be able to come in and do anything? The accountant has financial expertise but it's more data programming issue.

Mark Pearman – Just for a little bit of history, this is exactly what happened twenty-five years ago when we brought Lawson in. This is nothing new. This happens when you do a conversion this size in any system. That's not an excuse, just history. We rolled over the finance side in the first week of July 2022. We went live with payroll at the beginning of this year. So, one of the main issues is once we roll over and we started trying to balance this data, as we went through this past year, we needed some specific reports that were not part of the original system that we purchased. So, we contracted to have these special reports put together. That's the issue. These reports have now been designed to pull the data out of the database so that they can start their monthly balancing. It's there. Nothings missing its just a matter of getting the data out and then continuing to move forward in balancing. Part of the issue that was brought up was in a reconciliation. We've identified what that is and we have people working on it in the Auditors office as well as my staff downstairs. So, is this an issue? Of course, it's an issue. But its not insurmountable. Its going to be fixed and straightened out. I know Scott has been working with these people trying to identify who we can work with. I had meetings with Scott last week to go over what we need specifically. I'm confident this will work out. It should have never gotten to this point but this is where it is. There are issues that have been put to rest and moving forward I believe, we're going to be fine.

Lindemulder – So, do we need to bring a CPA firm in because there are financial issues or do we need to bring a consultant in for the data issue? So, if bringing in a Crowe Chisik, what are they going to do that's different from what anybody else in these departments can do?

Cid – Does it have to do with how the data was entered? That's why we need an accountant to fix the numbers and enter things correctly?

Mark Pearman – I don't believe so.

Ajaz Mohammed – The data is in there from Lawson. Everything is correct. The funds are all right. Its not an issue with data. We are bringing in an outside firm to investigate and see how the system should work for the county. Lawson was suitable for the county. Oracle is not suitable for the county. We want the outside firm to investigate and find out how these different systems of accounting work for the county.

Cid – Ajaz you're saying that we're balanced and we're not balanced in the system. The State Board of Accounts was not able to get the information that they needed to continue with our audit.

Ajaz Mohammed – That's because they couldn't get the reports out of the system that shows the right data. The data is there.

Cid – You're saying we're not balanced. We're tens of millions of dollars off balance.

Glenn Cantrell – The reason why you would bring a firm in like this is because they have specialization in this. Accounting and IT are just completely intertwined now-a-days. All the larger firms such as Crowe, have the expertise to do this. They have both the accounting and finance expertise and the IT expertise. I'm fairly positive from previous talks with them that they have Oracle specialist already available. But when this kind of work is done by CPA firms, it's a collection of many different types of professionals.

Cid – What kind of work do they need to come to the county to do?

Glenn Cantrell – They're going to come in and look at all the data. They may extract the data from the previous system and the current system, rebuild it and look for issues in terms of where the reporting is failing, why does it fail and why the data isn't getting out in a timely matter. We believe the data is primarily there and I would believe that this is not an unusual case. It's something that they handle with normal course of business.

Bilski – Can someone refresh my recollection as to why we went to Oracle? Why was this the system that we picked? Who made that decision? I just heard the county experts say that this system is not designed to work well county government. If this system isn't compatible, are we just going to perpetuate these problems each year from this point forward? If that's the case, do we need to scrap this whole thing and figure how we need to do it? Because it doesn't sound like this system is working. We can't lose this budget and be diverted back to 2023.

Mike Repay – The error was made in 2022. Its been brought to our attention. I will bet that the CPA firm that we engage with will go back and tell us where we screwed up. When that time comes, we'll provide a report to the council. Until then, we'll try our best attempt to engage with one of the three firms to get us to the promised land and convert us cleanly. There's some question whether there were good numbers to begin with but again, we have professionals who can determine that.

Cid – Do you know what this firm is going to cost us?

Mike Repay – We have no idea. We're in the process right now of describing what we have, what we need them to do and what we expect of them.

Bilski – In your opinion, is Oracle the answer?

Mike Repay – I think government accounting is just different. Is there a perfect accounting software for our system? I don't know. I don't believe that it's the system, I believe it's the numbers that are going in or out of the system. But I'm not an accountant or an IT guy.

Cid – The reason that I asked the treasurer and the auditor to attend this meeting is because the law doesn't allow us to have a private meeting on this subject. I wanted everyone to get the answers to questions they've been asking. It's not to beat a dead horse.

Niemeyer –We're starting this year's budget with no idea of where these cash balances are. I've heard from numerous people today that its everybody else responsibility or fault. Its going to cost hundreds of thousands of dollars likely in accounting firm. The accounting firm will likely take the rest of the year to get this done and in the mean time we have a budget deadline of October 31st. With that being said we have a lot of request that come in front of this council often for appropriations or reorganizations and a lot of it is based around accounting. And what I see is the data entry portion, whoever's responsibility it is, is being done poorly and without accuracy. I don't care whose fault it is. The bottom line is, this is a body that serves the public and right now we're going to put together a budget to serve the public with absolutely minimal information to do so. This is a really difficult situation that we've been put in. I was pretty alarmed by the State Board of Accounts report but not terribly surprised. I think sometimes organizations of this size, as fragmented as they can become, there's not a lot of cohesiveness when it comes to the duties of making sure that there's accuracy of information that's being shared. Mr. Petalas said it's a data issue, what does that mean as it relates to how this all gets populated? Who enters in these numbers? It's to my understanding that each department has their own bookkeeping people and yet we have no information. Where does it start and where does it end?

Mark Pearman – Data is not IT. We're talking about physical data numbers that were entered in the system. Different people in the county have different responsibilities whether it's a purchasing person, payroll person or a finance person. They've all been doing their job for a lot of years and we're asking them to change what they're doing and how they're doing it which is why we believe that majority of the data that's been sitting in the system right now, we believe it's essentially correct. The issue has been getting that information in a usable form and in usable reports so that the Auditor, the Treasurer and the State Board of Accounts can look at this and see exactly where they're at and then at that point we can start making determination over what might be missing or what may be there twice like the report John previously stated. In the meeting with the State Board, I told them that the reports are being handled through my office now working directly with the consultants. We believe we have the reports correct at this point. The reports are going to be looked at today with my staff and the auditor's staff to see if there are any issues with this. We'll keep moving forward if there is and we'll get it straightened out. It is doable, it's just a matter of getting what we need to be able to provide to the users and to the State Board what they need to see.

Niemeyer – I appreciate your response Mark. It seems like if we wouldn't have had this audit, we would've just let this go. Its like nobody is taking a hold of it. Its sounds to me like you're talking a hold of it but it still doesn't negate the fact that we're starting this year's budget with wholly inaccurate cash balances. Everybody is going to be looking for increases of things that we don't know exist. This is the difficulty and it seems like you're eventually going to get this right but that doesn't help right now. There was no urgency from 2022 at the implementation until now when the state boards account says "Hey, we quit the audit". The Chief Auditor even said when the question was asked of her, "Do you think that the people entering in the information understand or have the ability to do it correctly?" and she flat out said "No." So we have a responsibility issue here too. At some point we have to grab a hold of this and say "This is my responsibility to do this". The budget is our responsibility up here and I take that responsibility very seriously. The reason that I am a little perturbed by this is because it doesn't seem like that responsibility of ours is taken very seriously in this process because until now there was zero urgency. I hope there's a lot of urgency now and accountability to go with it and if you don't have the right people in place to enter in the information, then get the right people.

Bilski – In the question of competency and leadership, I don't think that's the issue. The easiest thing to do is point fingers and say everybody in government is incompetent. I think you have a lot of people in here who put in a lot of hard work and we thank you for that. I know its not easy and its all brand new to you.

John Petalas – Nobody is pointing the finger at anybody. The people sitting here busted their butts to try to understand a five million dollar brand new software system that isn't even built for government. You have to understand that we have a private vendor, hired by Oracle, to input this information. Not these people.

Cid – I think the questions have been answered for the most part. So, I understand that we're now going to be looking for an accountant to come in and try to resolve the issue.

Bilski – Who is making the decision on the outside contractor?

Mike Repay – I asked if Scott felt comfortable with taking the leadership role in selection because it is an important part. I asked him to make a recommendation to me and the board of commissioners would sign a contract with whatever entity it was based off of his recommendation.

Scott Schmal – We're in the process of interacting with three potential accounting firms that are interested in helping the county. Duration and time as to when this can be resolved is to be determined at this point.

Niemeyer – I don't blame any employees for any of this. This is a leadership issue. Elected officials hired leadership and its on the shoulders of those people. These employees need to be equipped with the tools to do their job and be trained properly. This isn't about the individual employees they do a good job and they work hard and I wouldn't want to take anything away from that but as the CEO of a company, when the company goes bad I can't blame all my drivers. I need to look in the mirror and say "What do I need to do to correct it? What did I do to cause this?" So that's the accountability that I'm looking for in this.

ORDINANCE #1486

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
County General Fund 1001		
<u>St. John Township Assessor 2006</u>		
61190 Part-Time	\$13,500.00	\$13,500.00
63240 Telephone	\$200.00	\$200.00
MS4 Fund 1264		
<u>Surveyor 1006</u>		
63190 Other Professional Service	\$75,000.00	\$75,000.00
Hermits Lake Sewer User Fee-Op Fund 4356		
<u>Lake County Commissioners 6002</u>		
63510 Utilities	\$100,000.00	\$100,000.00
Child Support IV-D/FSSA 8297		
<u>IV-D Court 4007</u>		
64410 Furniture & Fixtures	\$5,000.00	\$5,000.00
LADOS Div. 2 Safe Grant Fund 8398		
<u>LADOS Divisions 2 4009</u>		
61190 Part-Time	\$4,000.00	\$4,000.00
61320 FICA – Deduction	\$260.00	\$260.00
61360 Workman’s Comp – Ded	\$540.00	\$540.00
63190 Other Professional Service	\$13,640.00	\$13,640.00
LC Coroners Reimbursement Grant Fund 8430		
<u>Coroner’s Office 1007</u>		
63630 Mainten & Service Cont.	\$2,500.00	\$2,500.00

Adopted this 8th day of August, 2023.

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>Coroner’s Office 1007</u>		
County General Fund 1001		
From: 1001-63130 Toxicology Lab	\$10,408.88	\$10,408.88
To: 1001-61100 Overtime	\$1,000.00	\$1,000.00
1001-64490 Other Equipment	\$408.88	\$408.88

and that such transfer does not necessitate expenditure of more money than was set out in detail in the budget as finally approved by the Department of Local Government Finance.

This transfer was made at a regular public meeting according to proper ordinance, a copy of which is attached to this certificate.

Dated this 8th day of August, 2023.

Additional

	Made Motion	Seconded	
<u>County General Fund 1001</u> St. John Township Assessor 2006 (\$13,700)	Hamm	Bilski	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.
<u>MS4 Fund 1264</u> Surveyor 1006 (\$75,000)	Niemeyer	Hamm	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.
<u>Hermits Lake Sewer User Fee-Op Fund 4356</u> Lake County Commissioners 6002 (\$100,000)	Bilski	Niemeyer	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.
<u>Child Support IV-D/FSSA 8297</u> IV-D Court 4007 (\$5,000)	Hamm	Lindemulder	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.
<u>LADOS Div. 2 Safe Grant Fund 8398</u> LADOS Divisions 2 4009 (\$18,440)	Hamm	Bilski	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.
<u>LC Coroners Reimbursement Grant Fund 8430</u> Coroner's Office 1007 (\$2,500)	Niemeyer	Lindemulder	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

Transfers

	Made Motion	Seconded	
<u>Coroner's Office 1007</u> General Fund 001 (\$10,408.88)	Niemeyer	Lindemulder	Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of LADOS Division 2 4009 – Create New Line Item – LADOS Div. 2 SAFE Grant Fund 8398

Hamm made the motion, seconded by Bilski, to approve the creation on the following new line item:

61320 FICA – Deduction

Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Juvenile Detention Center 8003 – Revised 144 – County General Fund 1001 – **Effective July 17, 2023**

Hamm made the motion, seconded by Lindemulder, to approve the following Revised 144:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
8003-12434 Intake Probation Officer	\$63,724.00	\$38,107.00	(\$25,617.00)

Majority voted yes. Brown was absent. Motion to approve Revised 144 with an effective date of July 17, 2023 carried 6-yes, 1-absent.

In the Matter of Criminal Courts 3002 – Revised 144 – County General Fund 1001 – Effective August 14, 2023

Hamm made the motion, seconded by Bilski, to approve the following new Revised 144:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-023 Probation Officer	\$52,662.00	\$38,107.00	(\$14,555.00)

Majority voted yes. Brown was absent. Motion to approve Revised 144 with an effective date of August 14, 2023 carried 6-yes, 1-absent.

In the Matter of Prosecutor 9001 – Revised 144 – County General Fund 1001

Lindemulder made the motion, seconded by Hamm, to approve the following Revised 144:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12501-026 Deputy	\$91,928.00	\$98,050.00	\$6,122.00
12501-039 Deputy	\$81,113.00	\$90,298.00	\$9,185.00
12501-042 Deputy	\$86,520.00	\$97,050.00	\$10,530.00

Cid – “The Prosecutor has agreed that they will be looking for an additional fund for these cost in 2024.”

Majority voted yes. Niemeyer voted no. Brown was absent. Motion to approve Revised 144 carried 5-yes, 1-no, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Sheriff’s Department – Drug Task Force = US Department of Justice – Bureau of Justice Assistance – 2023 Justice Assistance Grant (JAG) Direct Application

Cid opened the opportunity for public comment.

No commenters were present.

Bilski made the motion, seconded by Niemeyer, to close public comment. Majority voted yes. Brown was absent. Motion to close public comment carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Bilski, to approve the grant application. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Sheriff’s Department – Drug Task Force = US Department of Justice – Northern District of Indiana US Attorney’s Office – 2022 Project Safe Neighborhoods Grant Application

Niemeyer made the motion, seconded by Bilski, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Combined Councilmanic & Citizen Appointment – Lake County Study Commission on Veterans Affairs – Citizen of Lake County with expertise in State and Local Veteran Agencies (1) (Shall)

Bilski made the motion, seconded by Hamm, to open nominations. Majority voted yes. Brown was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski made the motion to nominate Service Officer Bryan Snyder.

Hamm made the motion, seconded by Lindemulder, to close nominations. Majority voted yes. Brown was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Service Officer Bryan Snyder. Majority voted yes. Brown was absent. Motion to seat Service Officer Bryan Snyder carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – Lake Ridge Fire Protection District (1) (Shall)

Hamm made the motion, seconded by Bilski, to open nominations. Majority voted yes. Brown was absent. Motion to open nominations carried 6-yes, 1-absent.

Hamm made the motion, seconded by Bilski, to nominate Tom Svast.

Bilski made the motion, seconded by Lindemulder, to close nominations. Majority voted yes. Brown was absent. Motion to close nominations carried 6-yes, 1-absent.

Hamm made the motion, seconded by Bilski, to seat Tom Svast. Majority voted yes. Brown was absent. Motion to seat Tom Svast carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – Protective Service Employee (1) (Shall)

Bilski made the motion, seconded by Hamm, to postpone to September 12, 2023. Majority voted yes. Brown was absent. Motion to postpone to September 12, 2023 carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – Economic Development Commission – Cedar Lake (1) (Shall)

Niemeyer made the motion, seconded by Bilski, to open nominations. Majority voted yes. Brown was absent. Motion to open nominations carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Bilski, to nominate David DeJong.

Bilski made the motion, seconded by Hamm, to close nominations. Majority voted yes. Brown was absent. Motion to close nominations carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Lindemulder, to seat David DeJong. Majority voted yes. Brown was absent. Motion to seat David DeJong carried 6-yes, 1-absent.

In the Matter of Non-Binding Review – I.C. 6-1.1-17-3.6 – Estimated Maximum Levy 2024 and Estimated Circuit Breaker 2024

Hamm made the motion, seconded by Bilski, to open non-binding review for estimated tax limits, maximum levy and circuit breaker in accordance to 6-1.1-17-3.6. Majority voted yes. Brown was absent. Motion to open non-binding review for estimated tax limits, maximum levy and circuit breaker in accordance to 6-1.1-17-3.6 carried 6-yes, 1-absent.

I.C. 6-1.1-17-3.6 County fiscal body review of levy limits and tax reductions from credits; meeting by county fiscal body; recommendations

Sec 3.6 (a) At the first meeting of the county fiscal body in August, the county fiscal body shall review the following:

(1) The estimated levy limits provided by the department of local government finance under IC 6-1.1-18.5-24.

(2) The estimate provided by the department of local government finance under IC 6-1.1-20.6-11.1 of how each taxing unit's distribution of property taxes will be reduced by credits under IC 6-1.1-20.6.

(b) The county fiscal body may request that representatives from the taxing units located within the county attend the meeting described in subsection (a).

(c) The county fiscal body must allow a representative of a taxing unit that attends the meeting described in subsection (a) to comment on the taxing unit's proposed budgets, tax levies, and tax rates for the ensuing calendar year.

(d) After the county fiscal body has held the meeting required by this section, the county fiscal body may prepare and distribute a written recommendation for taxing units in the county. If the county fiscal body does not prepare a written recommendation, the minutes of the meeting held under this section shall be distributed by the county auditor to all taxing units in the county after the minutes have been approved by the county fiscal body.

Cid asked if each council member had the opportunity to read the estimates of Exhibit A. Majority voted yes. Brown was absent. Motion carried 6-yes, 1-absent.

Cid asked if any taxing units would like to speak.

No commenters were present.

Cid ask if anyone from the public would like to speak.

No commenters were present.

Cid asked if anyone from the council would like to speak.

There were no council comments.

Bilski made the motion, seconded by Hamm, to close the non-binding review. Majority voted yes. Brown was absent. Motion close non-binding review carried 6-yes, 1-absent.

Hamm made the motion seconded by Bilski, to direct the Auditor to distribute to all taxing units, minutes of the review after they have been approved. Majority voted yes. Brown was absent. Motion carried 6-yes, 1-absent.

Hamm asked Attorney O'Donnell and Attorney Szarmach if everything was appropriate and correct.

O' Donnell – I think you made it clear that you were talking about maximum levies and circuit breakers, both parts of that statute.

Unit ID	Levy Type	Unit Description	2024 Max	2024 Appeals	2024 Max + Appeals	CCD Adjustment	Mental Health	Development Disabilities	2024 Max Levy	2024 Tax Caps
451000	UT	-Lake County-UT	\$ 167,502,916	\$ -	\$ 167,502,916	\$ 9,220,147	\$ 3,549,414	\$ 9,850,625	\$ 190,123,102	\$ 20,850,000
452000	TA	-Calumet Township-TA	\$ 8,377,074	\$ -	\$ 8,377,074	\$ -	\$ -	\$ -	\$ 8,377,074	\$ 3,172,000
452000	TB	-Calumet Township-TB	\$ 10,205,154	\$ -	\$ 10,205,154	\$ -	\$ -	\$ -	\$ 10,205,154	\$ 3,865,000
452000	UT	-Calumet Township-UT	\$ 3,866,851	\$ -	\$ 3,866,851	\$ -	\$ -	\$ -	\$ 3,866,851	\$ 1,465,000
452000	TF	-Cedar Creek Township-TF	\$ 240,445	\$ -	\$ 240,445	\$ -	\$ -	\$ -	\$ 240,445	\$ 1,200
452000	UT	-Cedar Creek Township-UT	\$ 691,166	\$ -	\$ 691,166	\$ -	\$ -	\$ -	\$ 691,166	\$ 28,900
452000	TF	-Center Township-TF	\$ 488,195	\$ -	\$ 488,195	\$ -	\$ -	\$ -	\$ 488,195	\$ 5,500
452000	UT	-Center Township-UT	\$ 361,333	\$ -	\$ 361,333	\$ -	\$ -	\$ -	\$ 361,333	\$ 34,600
452000	TF	-Eagle Creek Township-TF	\$ 121,217	\$ -	\$ 121,217	\$ -	\$ -	\$ -	\$ 121,217	\$ 260
452000	UT	-Eagle Creek Township-UT	\$ 77,107	\$ -	\$ 77,107	\$ -	\$ -	\$ -	\$ 77,107	\$ 110
452000	TF	-Hanover Township-TF	\$ 141,593	\$ 151,335	\$ 292,928	\$ -	\$ -	\$ -	\$ 292,928	\$ 110
452000	UT	-Hanover Township-UT	\$ 354,510	\$ -	\$ 354,510	\$ -	\$ -	\$ -	\$ 354,510	\$ 6,200
452000	TF	-Hobart Township-TF	\$ 1,189	\$ -	\$ 1,189	\$ -	\$ -	\$ -	\$ 1,189	\$ 30
452000	UT	-Hobart Township-UT	\$ 855,276	\$ -	\$ 855,276	\$ -	\$ -	\$ -	\$ 855,276	\$ 218,300
452000	UT	-North Township-UT	\$ 7,882,681	\$ -	\$ 7,882,681	\$ -	\$ -	\$ -	\$ 7,882,681	\$ 1,647,000
452000	UT	-Ross Township-UT	\$ 1,614,069	\$ -	\$ 1,614,069	\$ -	\$ -	\$ -	\$ 1,614,069	\$ 70,000
452000	TF	-St. John Township-TF	\$ 398,899	\$ -	\$ 398,899	\$ -	\$ -	\$ -	\$ 398,899	\$ 740
452000	UT	-St. John Township-UT	\$ 585,439	\$ -	\$ 585,439	\$ -	\$ -	\$ -	\$ 585,439	\$ 6,300
452001	TF	-West Creek Township-TF	\$ 82,677	\$ -	\$ 82,677	\$ -	\$ -	\$ -	\$ 82,677	\$ 310
452001	UT	-West Creek Township-UT	\$ 334,586	\$ -	\$ 334,586	\$ -	\$ -	\$ -	\$ 334,586	\$ 12,100
452001	TF	-Winfield Township-TF	\$ 569,274	\$ -	\$ 569,274	\$ -	\$ -	\$ -	\$ 569,274	\$ 2,200
452001	UT	-Winfield Township-UT	\$ 202,833	\$ -	\$ 202,833	\$ -	\$ -	\$ -	\$ 202,833	\$ 15,800
453010	UT	-Gary Civil City-UT	\$ 94,080,684	\$ -	\$ 94,080,684	\$ 536,236	\$ -	\$ -	\$ 94,616,920	\$ 56,910,000
453010	UT	-Hammond Civil City-UT	\$ 55,893,946	\$ -	\$ 55,893,946	\$ 1,533,163	\$ -	\$ -	\$ 57,427,109	\$ 15,390,000
453010	UT	-East Chicago Civil City-UT	\$ 51,148,001	\$ -	\$ 51,148,001	\$ -	\$ -	\$ -	\$ 51,148,001	\$ 20,840,000
453020	UT	-Hobart Civil City-UT	\$ 18,895,316	\$ 2,000,000	\$ 20,895,316	\$ 909,799	\$ -	\$ -	\$ 21,805,115	\$ 3,805,000
453032	UT	-Crown Point Civil City-UT	\$ 14,414,130	\$ 150,000	\$ 14,564,130	\$ 1,118,641	\$ -	\$ -	\$ 15,682,771	\$ 1,905,000
453032	UT	-Whiting Civil City-UT	\$ 9,101,604	\$ -	\$ 9,101,604	\$ 222,170	\$ -	\$ -	\$ 9,323,774	\$ 2,568,000
453040	UT	-Lake Station Civil City-UT	\$ 5,440,317	\$ -	\$ 5,440,317	\$ -	\$ -	\$ -	\$ 5,440,317	\$ 2,197,000
453050	UT	-Cedar Lake Civil Town-UT	\$ 4,376,245	\$ -	\$ 4,376,245	\$ 435,329	\$ -	\$ -	\$ 4,811,574	\$ 495,000
453050	UT	-Griffith Civil Town-UT	\$ 6,827,713	\$ 365,000	\$ 7,192,713	\$ -	\$ -	\$ -	\$ 7,192,713	\$ 977,900
453050	UT	-Highland Civil Town-UT	\$ 8,458,840	\$ -	\$ 8,458,840	\$ 665,069	\$ -	\$ -	\$ 9,123,909	\$ 421,800
453050	UT	-Munster Civil Town-UT	\$ 8,349,162	\$ -	\$ 8,349,162	\$ 984,641	\$ -	\$ -	\$ 9,333,803	\$ 1,551,000
453051	FT	-Merrillville Civil Town-FT	\$ 2,519,880	\$ -	\$ 2,519,880	\$ -	\$ -	\$ -	\$ 2,519,880	\$ 106,800
453051	UT	-Merrillville Civil Town-UT	\$ 8,085,837	\$ -	\$ 8,085,837	\$ 1,074,084	\$ -	\$ -	\$ 9,159,921	\$ 304,200
453073	UT	-Dyer Civil Town-UT	\$ 4,344,600	\$ -	\$ 4,344,600	\$ 553,492	\$ -	\$ -	\$ 4,898,092	\$ 526,700
453073	UT	-Lowell Civil Town-UT	\$ 3,823,924	\$ 470,000	\$ 4,293,924	\$ 329,647	\$ -	\$ -	\$ 4,623,571	\$ 372,100
453073	UT	-New Chicago Civil Town-UT	\$ 448,895	\$ -	\$ 448,895	\$ 23,191	\$ -	\$ -	\$ 472,086	\$ 80,800
453073	UT	-St. John Civil Town-UT	\$ 6,021,384	\$ 258,230	\$ 6,279,614	\$ 960,928	\$ -	\$ -	\$ 7,240,542	\$ 17,700
453073	UT	-Schererville Civil Town-UT	\$ 11,010,423	\$ -	\$ 11,010,423	\$ 1,244,938	\$ -	\$ -	\$ 12,255,361	\$ 18,500
453073	UT	-Schneider Civil Town-UT	\$ 187,562	\$ -	\$ 187,562	\$ 5,610	\$ -	\$ -	\$ 193,172	\$ 15,700
453073	UT	-Winfield Civil Town-UT	\$ 1,880,441	\$ -	\$ 1,880,441	\$ 316,329	\$ -	\$ -	\$ 2,196,770	\$ 482,400
454458	SO	-Hanover Community School Corporat	\$ 2,835,464	\$ 50,000	\$ 2,885,464	\$ -	\$ -	\$ -	\$ 2,885,464	\$ 224,400
454459	SO	-River Forest Community School Corp	\$ 1,673,935	\$ -	\$ 1,673,935	\$ -	\$ -	\$ -	\$ 1,673,935	\$ 764,300
454460	SO	-Merrillville School Corporation-SO	\$ 16,333,372	\$ -	\$ 16,333,372	\$ -	\$ -	\$ -	\$ 16,333,372	\$ 1,520,000
454461	SO	-Lake Central School Corporation-SO	\$ 18,127,312	\$ -	\$ 18,127,312	\$ -	\$ -	\$ -	\$ 18,127,312	\$ 309,500
454464	SO	-Tri Creek School Corporation-SO	\$ 5,662,377	\$ -	\$ 5,662,377	\$ -	\$ -	\$ -	\$ 5,662,377	\$ 678,300
454465	SO	-Lake Ridge School Corporation-SO	\$ 3,944,554	\$ -	\$ 3,944,554	\$ -	\$ -	\$ -	\$ 3,944,554	\$ 3,840,000

Unit ID	Levy Type	Unit Description	2024 Max	2024 Appeals	2024 Max + Appeals	CCD Adjustment	Mental Health	Development Disabilities	2024 Max Levy	2024 Tax Caps
454466	SO	-Crown Point Community School Corpor	\$ 10,858,669	\$ -	\$ 10,858,669	\$ -	\$ -	\$ -	\$ 10,858,669	\$ 3,928,000
454467	SO	-School City Of East Chicago-SO	\$ 11,925,024	\$ -	\$ 11,925,024	\$ -	\$ -	\$ -	\$ 11,925,024	\$ 6,579,000
454468	SO	-Lake Station School Corporation-SO	\$ 1,347,467	\$ -	\$ 1,347,467	\$ -	\$ -	\$ -	\$ 1,347,467	\$ 1,643,000
454469	SO	-Gary Community School Corporation-	\$ 30,654,395	\$ -	\$ 30,654,395	\$ -	\$ -	\$ -	\$ 30,654,395	\$ 27,640,000
454470	SO	-Griffith Public School Corporation-SO	\$ 2,897,605	\$ -	\$ 2,897,605	\$ -	\$ -	\$ -	\$ 2,897,605	\$ 993,800
454471	SO	-Hammond City School Corporation-SO	\$ 16,236,895	\$ -	\$ 16,236,895	\$ -	\$ -	\$ -	\$ 16,236,895	\$ 8,866,000
454472	SO	-Highland Town School Corporation-SO	\$ 4,447,981	\$ -	\$ 4,447,981	\$ -	\$ -	\$ -	\$ 4,447,981	\$ 385,000
454473	SO	-School City Of Hobart School Corpora	\$ 4,309,748	\$ -	\$ 4,309,748	\$ -	\$ -	\$ -	\$ 4,309,748	\$ 3,892,000
454474	SO	-Munster Community School Corporati	\$ 6,861,707	\$ -	\$ 6,861,707	\$ -	\$ -	\$ -	\$ 6,861,707	\$ 1,545,000
454476	SO	-Whiting City School Corporation-SO	\$ 2,609,613	\$ -	\$ 2,609,613	\$ -	\$ -	\$ -	\$ 2,609,613	\$ 898,100
455012	UT	-East Chicago Public Library-UT	\$ 7,549,521	\$ -	\$ 7,549,521	\$ -	\$ -	\$ -	\$ 7,549,521	\$ 2,991,000
455012	UT	-Gary Public Library-UT	\$ 9,964,262	\$ -	\$ 9,964,262	\$ -	\$ -	\$ -	\$ 9,964,262	\$ 6,001,000
455012	UT	-Hammond Public Library-UT	\$ 5,497,796	\$ -	\$ 5,497,796	\$ -	\$ -	\$ -	\$ 5,497,796	\$ 1,429,000
455012	UT	-Lowell Public Library-UT	\$ 1,244,381	\$ -	\$ 1,244,381	\$ -	\$ -	\$ -	\$ 1,244,381	\$ 44,300
455012	UT	-Whiting Public Library-UT	\$ 1,517,910	\$ -	\$ 1,517,910	\$ -	\$ -	\$ -	\$ 1,517,910	\$ 409,300
455012	UT	-Lake County Public Library-UT	\$ 14,072,114	\$ -	\$ 14,072,114	\$ -	\$ -	\$ -	\$ 14,072,114	\$ 924,200
455027	UT	-Crown Point Community Public Libran	\$ 1,955,365	\$ -	\$ 1,955,365	\$ -	\$ -	\$ -	\$ 1,955,365	\$ 263,500
456080	UT	-East Chicago Sanitary-UT	\$ 14,654,100	\$ -	\$ 14,654,100	\$ -	\$ -	\$ -	\$ 14,654,100	\$ 5,805,000
456081	UT	-Hammond Sanitary-UT	\$ 4,332,311	\$ -	\$ 4,332,311	\$ -	\$ -	\$ -	\$ 4,332,311	\$ 2,285,000
456081	UT	-Highland Sanitary District-UT	\$ 261,551	\$ -	\$ 261,551	\$ -	\$ -	\$ -	\$ 261,551	\$ 79,800
456081	UT	-Whiting Sanitary-UT	\$ 2,656,674	\$ -	\$ 2,656,674	\$ -	\$ -	\$ -	\$ 2,656,674	\$ 902,000
456081	UT	-Gary Airport-UT	\$ 2,096,063	\$ -	\$ 2,096,063	\$ -	\$ -	\$ -	\$ 2,096,063	\$ 1,371,000
456081	UT	-Gary Redevelopment-UT	\$ 378,090	\$ -	\$ 378,090	\$ -	\$ -	\$ -	\$ 378,090	\$ 226,500
456081	UT	-Hammond Redevelopment-UT	\$ 678,780	\$ -	\$ 678,780	\$ -	\$ -	\$ -	\$ 678,780	\$ 175,800
456081	UT	-Gary Public Transportation-UT	\$ 3,971,947	\$ -	\$ 3,971,947	\$ -	\$ -	\$ -	\$ 3,971,947	\$ 2,388,000
456095	UT	-St. John Sanitary-UT	\$ 428,557	\$ 18,254	\$ 446,811	\$ -	\$ -	\$ -	\$ 446,811	\$ 340
456096	UT	-Lake Ridge Fire Protection-UT	\$ 636,898	\$ -	\$ 636,898	\$ -	\$ -	\$ -	\$ 636,898	\$ 239,800
456099	UT	-St. John Water District-UT	\$ 350,799	\$ -	\$ 350,799	\$ -	\$ -	\$ -	\$ 350,799	\$ 280
456100	UT	-Town Of Dyer Sanitary District-UT	\$ 419,560	\$ -	\$ 419,560	\$ -	\$ -	\$ -	\$ 419,560	\$ 21,400
456105	UT	-Lake County Solid Waste Managemen	\$ 6,991,679	\$ -	\$ 6,991,679	\$ -	\$ -	\$ -	\$ 6,991,679	\$ 1,015,000

IC 6-1.1-17-3.6 County fiscal body review of levy limits and tax reductions from credits; meeting by county fiscal body; recommendations

Sec. 3.6. (a) At the first meeting of the county fiscal body in August, the county fiscal body shall review the following

(1) The estimated levy limits provided by the department of local government finance under IC 6-1.1-18.5-24.

(2) The estimate provided by the department of local government finance under IC 6-1.1-20.6-11.1 of how each taxing unit's distribution of property taxes will be reduced by credits under IC 6-1.1-20.6.

(b) The county fiscal body may request that representatives from the taxing units located within the county attend the meeting described in subsection (a).

(c) The county fiscal body must allow a representative of a taxing unit that attends the meeting described in subsection (a) to comment on the taxing unit's proposed budgets, tax levies, and tax rates for the

(d) After the county fiscal body has held the meeting required by this section, the county fiscal body may prepare and distribute a written recommendation for taxing units in the county. If the county fiscal body does not prepare a written recommendation, the minutes of the meeting held under this section shall be distributed by the county auditor to all taxing units in the county after the minutes have been approved by the

As added by P.L. 184-2016, SEC.8.

In the Matter of Resolution Proclaiming September as Childhood Cancer Awareness Month

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Brown and Lay were absent. Motion to approve carried 5-yes, 2-absent.

RESOLUTION NO. 23-46

RESOLUTION PROCLAIMING
SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

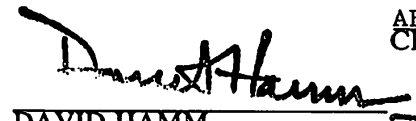
- WHEREAS, childhood cancer remains the number one disease related killer of kids in the United States; one in five children are terminal at diagnosis; three in five suffer life altering impacts of treatment that significantly alter their quality of life; one in 285 children will be diagnosed with cancer before the age of 20; and
- WHEREAS, childhood cancer is on the rise; childhood cancers and adult cancers are different, yet we continue to use the downsized adult cancer protocols on kids with many times devastating effects; the lack of childhood cancer research has tremendous impact to kids and significant costs to society, now and in the future; and
- WHEREAS, despite these facts, childhood cancer research is vastly and consistently underfunded; less than four percent of the National Cancer Institute's Budget is solely dedicated to childhood cancer research; in 25 years the FDA has initially approved only two drugs for any childhood cancer and one-half of all chemotherapies used for children's cancers are over 25 years old; and
- WHEREAS, the incidence of childhood cancer is on the rise with an estimated 16,000 children diagnosed every year (43 per day) in the United States alone; of those 43 children per day, eight will die and somewhere in the world a child is diagnosed every two minutes; and
- WHEREAS, the incidence of cancer among adolescents and young adults is increasing at a greater rate than any other age group, except those over 65 years of age and an estimated 2,900 children die each year of cancer in the United States alone; the average age of death for a child with cancer is eight, causing a child to lose 69 years of expected life; and
- WHEREAS, many adult cancers can be diagnosed early, in 80% of kids, cancer has already spread to other areas of the body by the time it is diagnosed; and
- WHEREAS, the causes of most childhood cancers are unknown and at the present, childhood cancer cannot be prevented, and families who are or have been in treatment work tirelessly to change these alarming statistics; and
- WHEREAS, the Lake County Council desires to proclaim September as Childhood Cancer Awareness Month in an effort to increase public awareness and education.


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

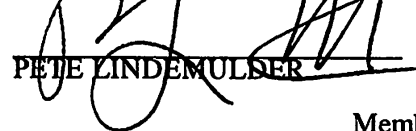
That the Lake County Council declares September as Childhood Cancer Awareness Month in Lake County, Indiana.


SO RESOLVED THIS 8th day of August, 2023.

ABSENT
CHARLIE BROWN, President

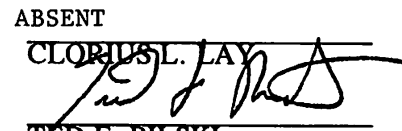

DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULSER


CHRISTINE EID

ABSENT
CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution in Support of September as Prostate Cancer Awareness Month

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Brown and Lay were absent. Motion to approve carried 5-yes, 2-absent.

RESOLUTION NO. 23-47

**RESOLUTION IN SUPPORT OF
SEPTEMBER AS PROSTATE CANCER AWARENESS MONTH**

WHEREAS, the month of September brings prostate cancer into focus by increasing public understanding of the disease, including its prevalence, screening, prevention, and treatment options; and

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and is a leading cause of death in men, second only to lung cancer; and

WHEREAS, this year 1 in 7 men will be diagnosed with prostate cancer and 1 in 38 will die of the disease, early detection is the key; and

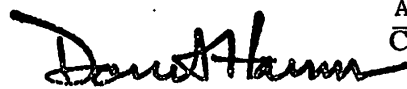
WHEREAS, the Lake County Council supports September as Prostate Cancer Awareness Month in an effort to increase public awareness and education.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council supports September as Prostate Cancer Awareness Month in Lake County, Indiana.

SO RESOLVED THIS 8th day of August, 2023.

ABSENT
CHARLIE BROWN, President



DAVID HAMM



RANDELL C. NIEMEYER



PETE LINDEMULDER



CHRISTINE CID

ABSENT



CLORIUS L. LAY

TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Proclaiming September as National Suicide Prevention Awareness Month

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Brown and Lay were absent. Motion to approve carried 5-yes, 2-absent.

RESOLUTION NO. 23-48


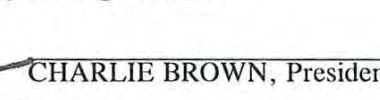
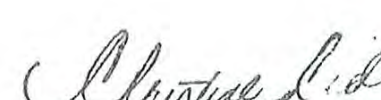

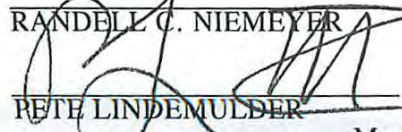
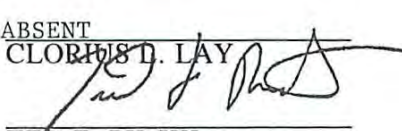
RESOLUTION PROCLAIMING SEPTEMBER
AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH

- WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and
- WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS, according to the CDC, each year more than 41,000 people die by suicide; suicide is the tenth leading cause of death among adults in the United States, and the second leading cause of death among people aged 10-24; and
- WHEREAS, Lake County is no different than any other community in the Country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and
- WHEREAS, local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and
- WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and
- WHEREAS, we encourage all residents to take the time to inquire as to the well-being of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer; and
- WHEREAS, the Lake County Council desires to proclaim September as National Suicide Prevention Awareness Month in an effort to increase public awareness and education.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council proclaims September as National Suicide Prevention Awareness Month; furthermore the Lake County Council encourages the citizens of Lake County to seek counsel and input from any person or group with knowledge and expertise in mental health matters.

SO RESOLVED THIS 8th day of August, 2023.

 _____ DAVID HAMM	 _____ CHARLIE BROWN, President	 _____ CHRISTINE CID
 _____ RANDELL C. NIEMEYER		ABSENT CLOVIS D. LAY
 _____ PETE LINDEMULDER		 _____ TED F. BILSKI

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 City of Gary, Indiana

Hamm made the motion, seconded by Lay, to approve.

Lay – “The City of Gary is required to do work at the ballpark and that is what the Mayor had asked me to give him the funds to do.”

Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 2023- 49

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS
TO THE CITY OF GARY, 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 \$203,000.00 to the City of Gary for renovations and maintenance at the U.S. Steel Yard Baseball Stadium; 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 \$203,000.00 of the County’s reserve revenue funds to the City of Gary for renovations and maintenance at the U.S. Steel Yard Baseball Stadium.

PASSED AND ADOPTED by the Council of Lake County, Indiana, on the 8th day of August, 2023.


ABSENT
CHARLIE BROWN, President



DAVID HAMM




RANDELL C. NIEMEYER



PETE LINDEMULDER



CHRISTINE CID



CLORIUS L. LAY



TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Requiring that Certain Townships within Lake County, Indiana, Shall Receive a Specified Amount of the Tax Revenues Distribution Pursuant to I.C. 6-3.6-6-8 for the Year 2024

Niemeyer made the motion, seconded by Hamm, to approve.

Kevin Toth – This is money that is greatly needed in our area for unincorporated areas.

Niemeyer – The application was due by July 1st and all of it was submitted properly and in time. In order for the funds to be distributed, this resolution has to be passed by September 1st.

O'Donnell – This is a little bit different from how we normally do it. We usually have a reference to the Interlocal Agreement that sets out percentages. This one does not. But I think what the hope is, is that the trustees will get together and say “Here’s the pool of money that we have and here’s how were going to distribute it. The statute says we have to have a specific amount. So, the specific amount that we’re using is all the money in the CAGIT fund for these particular townships and they’re going to talk amongst themselves.

Blanchard – I may add, it’s in the commissioners’ budget and they’ve already submitted appropriations for next year based on the three percent

Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 23-50

RESOLUTION OF THE LAKE COUNTY COUNCIL
REQUIRING THAT CERTAIN TOWNSHIPS WITHIN LAKE COUNTY,
INDIANA, SHALL RECEIVE A SPECIFIED AMOUNT
OF THE TAX REVENUES DISTRIBUTED
PURSUANT TO I.C. 6-3.6-6-8 FOR THE YEAR 2024

WHEREAS, I.C. 6-3.6-6-8 provides for the allocation of additional revenues from the tax under I.C. 6-3.6-6-1, et. seq., to public safety purposes; and

WHEREAS, pursuant to I.C. 6-3.6-6-1, the Lake County Council is the adopting body which imposed a tax under I.C. 6-3.6-6-2 on the adjusted gross income of local taxpayers in Lake County served by the Lake County Council (Lake County Ordinance No. 1360B, imposing a Public Safety County Adjusted Gross Income Tax (CAGIT); and

WHEREAS, pursuant to I.C. 6-3.6-6-8(c) a fire department, volunteer fire department, or emergency medical services provider that:
(1) Provides fire protection or emergency medical services within Lake County; and
(2) Is operated by or serves a public subdivision that is not otherwise entitled to receive a distribution of tax revenue under this Section, may before July 1st of a year apply to the Lake County Council for a distribution of tax revenues under this section during the following calendar year to be used for public safety purposes; and

WHEREAS, pursuant to I.C. 6-3.6-6-8(c) the Lake County Council shall review the applications submitted and may before September 1, 2023 adopt a resolution requiring that one or more of the applicants shall receive a specified amount of tax revenue to be distributed during the 2024 calendar year; and

WHEREAS, a resolution providing for a distribution to one or more fire departments, volunteer fire departments or emergency medical service provider shall be distributed before the remainder of the tax revenue is allocated under I.C. 6-3.6-6-8(b); and

WHEREAS, that pursuant to I.C. 6-3.6-6-8(c), the Township Trustees on May 24, 2023 applied to the Lake County Council for a distribution of tax revenue under I.C. 6-3.6-6-8 for the calendar year 2024..

NOW, THEREFORE, it is duly resolved as follows:

1. That the following Townships: Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township, and Winfield Township, (collectively referred to as Townships)

qualify under I.C. 6-3.6-6-1, et. seq., to receive a distribution of the Public Safety County Adjusted Gross Income Tax imposed by the Lake County Council, Ordinance No. 1360B, (CAGIT).


- 2. That the Townships shall receive a specified amount for the distribution of tax revenues under I.C. 6-3.6-6-1, et. seq., for the calendar year 2024 of the Public Safety County Adjusted Gross Income Tax.
- 3. That a copy of this Resolution shall be provided to the Lake County Auditor and the Indiana Department of Local Government Finance within fifteen (15) days.


SO RESOLVED THIS 8th DAY OF AUGUST, 2023.

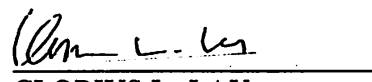
ABSENT
CHARLIE BROWN, President

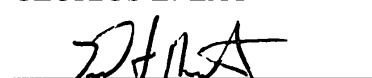

DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Joint Interlocal Agreements – Amendment by and Between the Town of St. John, Indiana the Town of Schererville, Indiana and Lake County, Indiana for the Rehabilitation and Reconstruction of W 85th Avenue, including a Full Depth Reclamation of Existing Asphalt, Approaches, and Turn Lanes, from Alexander Street to Lake Hills Drive

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

**AMENDMENT TO
INTERLOCAL GOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF ST. JOHN, INDIANA
THE TOWN OF SCHERERVILLE, INDIANA
AND LAKE COUNTY, INDIANA**

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into by and between the TOWN OF ST. JOHN, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("St. John"), the TOWN OF SCHERERVILLE, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Schererville"), and LAKE COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Executive, the Lake County Board of Commissioners ("Lake County") (collectively "Parties").

RECITALS

WHEREAS, on or about the 24th day of August, 2022, the parties entered into an Interlocal Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the rehabilitation and reconstruction of W. 85th Avenue, including a full depth reclamation of exiting asphalt, approaches, and turn lanes, from Alexander Street to Lake Hills Drive (the "Project"); and

WHEREAS, circumstances have arisen where the parties desire to amend the contributions of Schererville and Lake County to the Project as provided herein;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. Section 3 is deleted in its entirety and replaced with the following:

Section 3. Schererville shall contribute the sum of One Hundred Seventy-Two Thousand Five Hundred Fifteen and 08/100ths (\$172,515.08) Dollars toward the Project on or before _____

2. Section 4 is deleted in its entirety and replaced with the following:

Section 4. Lake County shall contribute the sum of One Hundred Twenty-Two Thousand Nine Hundred Ninety-One and 57/100ths (\$122,991.57) Dollars toward the Project on or before _____.

3. All other terms, conditions and covenants of the Interlocal Agreement entered into between the parties shall remain unaltered and in full force and effect, except as herein expressly modified or supplemented thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to Interlocal Agreement to be executed and delivered by one of its duly authorized officers as of the date written.

TOWN OF ST. JOHN, INDIANA
Through its Town Council

By: *Michael Schilling*
Michael Schilling, Town Council President

Attest:

Beth R. Hernandez
Beth R. Hernandez, Clerk-Treasurer

Participant Execution Date: 1/25/2023

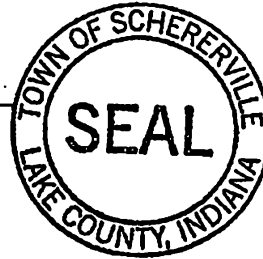
TOWN OF SCHERERVILLE, INDIANA
Through its Town Council

By: *Thomas J. Schmitt*
Thomas J. Schmitt, Town Council President


Attest:

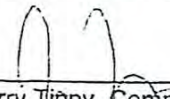
Michael A. Troxell
Michael A. Troxell, Clerk-Treasurer

Participant Execution Date: 2/9/23



LAKE COUNTY, INDIANA

By: 
Kyle W. Allen, Sr., Commissioner 1st District,
County Board of Commissioners

By: 
Jerry Tippy, Commissioner 2nd District,
County Board of Commissioners


By: 
Michael C. Repay, Commissioner 3rd District,
County Board of Commissioners

Attest: 

Peggy Katona, Auditor

Participant Execution Date: July 19, 2023

ADOPTED and APPROVED by the Lake County Council on this 8th day of
August, 2023.


Christine Cid, Lake County Council - Presiding Chair

Attest: 
Peggy Katona, Auditor

Participant Execution Date: 8/8/2023

In the Matter of Joint Interlocal Agreement Between Fairways Regional Water District and Lake County, Indiana for Public Improvement Costs Incurred by the District in its Transition to a Conservancy District and Future Development of Public Improvements Located in Lake County, Indiana

Niemeyer made the motion, seconded by Bilski, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

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**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN FAIRWAYS
REGIONAL WATER DISTRICT AND LAKE COUNTY, INDIANA
FOR PUBLIC IMPROVEMENT COSTS INCURRED BY THE DISTRICT IN ITS
TRANSITION TO A CONSERVANCY DISTRICT AND FUTURE DEVELOPMENT OF
PUBLIC IMPROVEMENTS LOCATED IN LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE FAIRWAYS REGIONAL WATER DISTRICT AND LAKE COUNTY, INDIANA FOR PUBLIC IMPROVEMENT COSTS INCURRED BY THE DISTRICT IN ITS TRANSITION TO A CONSERVANCY DISTRICT AND FUTURE DEVELOPMENT OF PUBLIC IMPROVEMENTS LOCATED IN LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between THE FAIRWAYS REGIONAL WATER DISTRICT, a government entity created by statute through the action of the Lake County Council, by its BOARD MEMBERS as its executive and fiscal body (hereinafter referred to as "FAIRWAYS"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, FAIRWAYS is a government entity created by statute through the action of the Lake County Council; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, FAIRWAYS and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, FAIRWAYS and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, FAIRWAYS and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements, hereafter referred to as the PROJECTS; and

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WHEREAS, FAIRWAYS, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECTS is a public improvement in the best interests of the residents of FAIRWAYS and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, **THEREFORE**, FAIRWAYS and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of FAIRWAYS and COUNTY concerning the PROJECTS.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-70A*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to FAIRWAYS within thirty (30) days of FAIRWAYS commencing the Project, the amount of THREE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS and FOURTEEN CENTS (\$328,571.14) to help fund the Project. This contribution of COUNTY is solely for improvement costs FAIRWAYS will incur for the PROJECTS improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

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- 1) FAIRWAYS shall use the funds for improvement costs which will be incurred for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements.
 - 2) With the \$328,571.14 received from LAKE COUNTY, FAIRWAYS shall use the funds for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements.
- B. The SECRETARY/TREASURER OF FAIRWAYS is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. FAIRWAYS shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by FAIRWAYS, the COUNTY will not be in privity of contract with any person or company contacted by FAIRWAYS to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and FAIRWAYS shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECTS.
- E. The project will be deemed completed when FAIRWAYS certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, FAIRWAYS and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil

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commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of FAIRWAYS and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Fairways Regional Water District, c/o President 15430 Hovey Street Lowell, In 46356	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that FAIRWAYS and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

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SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

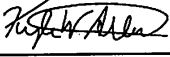
SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The BOARD MEMBERS as the executive and fiscal body of FAIRWAYS.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

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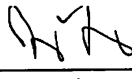
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**

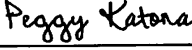


Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District



Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

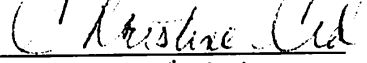
**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**




David Hamm, 1st District

ABSENT

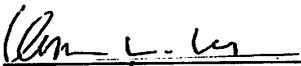
Charlie Brown, 3rd District



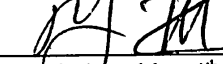
Christine Cid, 5th District



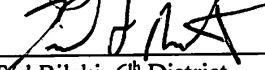
Randy Niemeyer, 7th District



Clorius Lay, 2nd District



Pete Lindemulder, 4th District



Ted Bilski, 6th District

Signed by Lake County Council on 8/8/2023

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

FAIRWAYS REGIONAL WATER DISTRICT:

Helena Black, President

Paul Hurckes, Secretary

George Doppler, Member

Robert Van Baren, Member

Chuck Janczak, Member

In the Matter of Joint Interlocal Agreement Between the Town of New Chicago, Indiana and Lake County, Indiana for any of the following projects: A New Town Hall, additional bays for fire department, and/or squad cars for the police department located in Hobart Township, Lake County, Indiana

Bilski made the motion, seconded by Lindemulder, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

DocuSign Envelope ID: 8A9BF67D-3869-44A1-AEAF-F955D1867C69

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
NEW CHICAGO, INDIANA AND LAKE COUNTY, INDIANA
FOR ANY OF THE FOLLOWING PROJECTS: A NEW TOWN HALL, ADDITIONAL
BAYS FOR THE FIRE DEPARTMENT, AND/OR SQUAD CARS FOR THE POLICE
DEPARTMENT LOCATED IN HOBART TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF NEW CHICAGO, INDIANA AND LAKE COUNTY, INDIANA FOR ANY OF THE FOLLOWING PROJECTS: A NEW TOWN HALL, ADDITIONAL BAYS FOR THE FIRE DEPARTMENT, AND/OR SQUAD CARS FOR THE POLICE DEPARTMENT IN HOBART TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF NEW CHICAGO, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "NEW CHICAGO"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, NEW CHICAGO is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of NEW CHICAGO; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, NEW CHICAGO and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, NEW CHICAGO and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, NEW CHICAGO and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for any of the following projects: a new town hall, additional bays for the fire department, and/or squad cars for the police department, hereafter referred to as the PROJECTS; and

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WHEREAS, NEW CHICAGO, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECTS is a public improvement in the best interests of the residents of NEW CHICAGO and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, NEW CHICAGO and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of NEW CHICAGO and COUNTY concerning the PROJECTS.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for any of the following projects: a new town hall, additional bays for the fire department, and/or squad cars for the police department that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-92*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to NEW CHICAGO within thirty (30) days of NEW CHICAGO commencing the Project, the amount of TWO HUNDRED THOUSAND DOLLARS and NO CENTS (\$200,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs NEW CHICAGO will incur for the PROJECTS improvement.

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SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered as follows:
 - 1) NEW CHICAGO shall use the funds for improvement costs which will be incurred by the Town for any of the following projects: a new town hall, additional bays for the fire department, and/or squad cars for the police department.
 - 2) With the \$200,000.00 received from LAKE COUNTY, NEW CHICAGO shall use the funds for any of the following projects: a new town hall, additional bays for the fire department, and/or squad cars for the police department.
- B. The CLERK-TREASURER OF THE TOWN OF NEW CHICAGO, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. NEW CHICAGO shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by NEW CHICAGO, the COUNTY will not be in privity of contract with any person or company contacted by NEW CHICAGO to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and NEW CHICAGO shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECTS.
- E. The project will be deemed completed when NEW CHICAGO certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

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SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, NEW CHICAGO and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of NEW CHICAGO and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

New Chicago Town Council Council President 122 Huber Blvd. Hobart, In 46342	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
--	--	---

SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that NEW CHICAGO and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The

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Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

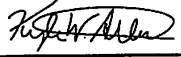
SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The Town Council as the executive and fiscal body of the Town of NEW CHICAGO, Lake County, Indiana, a Municipal Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

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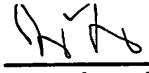
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**

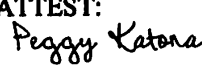


Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District



Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

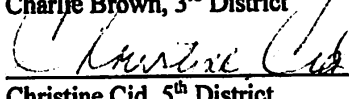
**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**



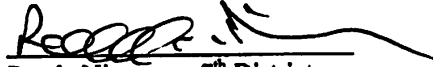
David Hamm, 1st District

ABSENT

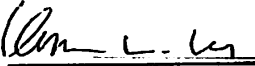
Charlie Brown, 3rd District




Christine Cid, 5th District



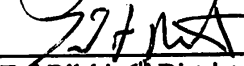
Randy Niemeyer, 7th District



Clorius Lay, 2nd District



Pete Lindemulder, 4th District



Ted Bilski, 6th District

Signed by Lake County Council on 8/8/2023

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**NEW CHICAGO, INDIANA
TOWN COUNCIL:**

Jim Gibson, Ward 1

Dave Anderson, Ward 2

Sharon Szewdo, Ward 3

Roxanne Greco, Ward 4

Brenda Swallow, Ward 5

ATTEST:

Dorothy Zimmer
Clerk-Treasurer

In the Matter of Joint Interlocal Agreement Between the Town of Highland, Indiana and Lake County, Indiana for improvement cost which will be incurred by the Town to replace the existing 4-Inch water main to 8-Inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation located in North Township, Lake County, Indiana

Lindemulder made the motion, seconded by Bilski, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

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**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
HIGHLAND, INDIANA AND LAKE COUNTY, INDIANA
FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN TO
REPLACE THE EXISTING 4-INCH WATER MAIN TO 8-INCH ON PARKWAY
DRIVE BETWEEN LINCOLN AVENUE AND RIDGE ROAD ADDING FIRE
HYDRANTS AND IMPROVING WATER QUALITY/CIRCULATION LOCATED IN
NORTH TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF HIGHLAND, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN TO REPLACE THE EXISTING 4-INCH WATER MAIN TO 8-INCH ON PARKWAY DRIVE BETWEEN LINCOLN AVENUE AND RIDGE ROAD ADDING FIRE HYDRANTS AND IMPROVING WATER QUALITY/CIRCULATION IN NORTH TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF HIGHLAND, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "HIGHLAND"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, HIGHLAND is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of HIGHLAND; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, HIGHLAND and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, HIGHLAND and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, HIGHLAND and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road,

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adding fire hydrants and improving water quality/circulation, hereafter referred to as the PROJECT; and

WHEREAS, HIGHLAND, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECT is a public improvement in the best interests of the residents of HIGHLAND and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, HIGHLAND and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of HIGHLAND and COUNTY concerning the PROJECT.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-73*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to HIGHLAND within thirty (30) days of HIGHLAND commencing the Project, the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs HIGHLAND will incur for the PROJECT improvement.

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SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered as follows:
- 1) HIGHLAND shall use the funds for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation.
 - 2) With the \$250,000.00 received from LAKE COUNTY, HIGHLAND shall use the funds for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation.
- B. The CLERK-TREASURER OF THE TOWN OF HIGHLAND, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. HIGHLAND shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by HIGHLAND, the COUNTY will not be in privity of contract with any person or company contacted by HIGHLAND to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and HIGHLAND shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECT.
- E. The project will be deemed completed when HIGHLAND certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

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SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, HIGHLAND and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of HIGHLAND and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Highland Town Council Council President 3333 Ridge Road Highland, In 46322	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that HIGHLAND and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The

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Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

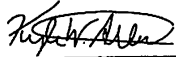
SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The Town Council as the executive and fiscal body of the Town of HIGHLAND, Lake County, Indiana, a Municipal Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

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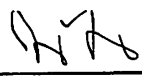
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**



Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District

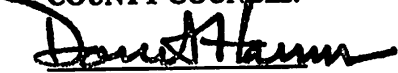


Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

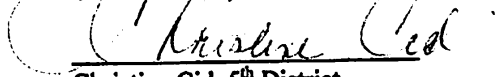
**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**




David Hamm, 1st District

ABSENT


Charlie Brown, 3rd District



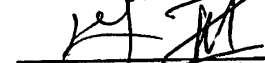
Christine Cid, 5th District



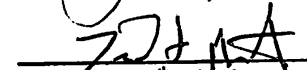
Randy Niemeyer, 7th District



Clorius Lay, 2nd District



Pete Lindemulder, 4th District



Ted Bilski, 6th District

Signed by Lake County Council on 8/8/2023

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**HIGHLAND, INDIANA
TOWN COUNCIL:**

Bernie Zemen, Ward 1
Vice-President

Toya Smith, Ward 2

Mark Schocke, Ward 3

Tom Black, Ward 4
President

Roger Sheeman, Ward 5

ATTEST:

Mark Herak,
Clerk-Treasurer

In the Matter of Joint Interlocal Agreement Between the Town of Lowell, Indiana and Lake County, Indiana for the Lowell State Road 2 Corridor Septic Project Located in West Creek and Cedar Creek Townships, Lake County, Indiana

Niemeyer made the motion, seconded by Bilski, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

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**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
LOWELL, INDIANA AND LAKE COUNTY, INDIANA
FOR THE LOWELL STATE ROAD 2 CORRIDOR SEPTIC PROJECT
LOCATED IN WEST CREEK AND CEDAR CREEK TOWNSHIPS,
LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LOWELL, INDIANA AND LAKE COUNTY, INDIANA FOR THE LOWELL STATE ROAD 2 CORRIDOR SEPTIC PROJECT LOCATED IN WEST CREEK AND CEDAR CREEK TOWNSHIPS (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF LOWELL, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "LOWELL"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, LOWELL is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of LOWELL; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, LOWELL and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, LOWELL and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, LOWELL and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for the State Road 2 Corridor Septic Project, hereafter referred to as the PROJECT; and

WHEREAS, LOWELL, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECT is a public improvement in the best interests of the residents of LOWELL and COUNTY, and therefore, have determined that it is advisable to enter

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into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, **THEREFORE, LOWELL and COUNTY**, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of **LOWELL and COUNTY** concerning the **PROJECT**.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for the State Road 2 Corridor Septic Project that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-44*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to LOWELL within thirty (30) days of LOWELL commencing the Project, the amount of ONE MILLION ONE HUNDRED THOUSAND DOLLARS and NO CENTS (\$1,100,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs LOWELL will incur for the PROJECT improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) LOWELL shall use the funds for improvement costs which will be incurred by the Town for the State Road 2 Corridor Septic Project.

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- 2) With the \$1,100,000.00 received from LAKE COUNTY, LOWELL shall use the funds for the State Road 2 Corridor Septic Project
- B. The CLERK-TREASURER OF THE TOWN OF LOWELL, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. LOWELL shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by LOWELL, the COUNTY will not be in privity of contract with any person or company contacted by LOWELL to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and LOWELL shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECT.
- E. The project will be deemed completed when LOWELL certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, LOWELL and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of LOWELL and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

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SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Lowell Town Council
Council President
501 E. Main Street
Lowell, In 46356

Commissioner Mike Repay
2293 North Main Street
Crown Pt., In 46307

Councilman Charlie Brown
2293 North Main Street
Crown Pt., In 46307

SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that LOWELL and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.

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- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.**

SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.**
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:**
 - 1) The Town Council as the executive and fiscal body of the Town of LOWELL, Lake County, Indiana, a Municipal Corporation.**
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.**
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.**

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**

Kyle Allen
Kyle Allen, Sr., 1st District

Michael C. Repay
Michael C. Repay, 3rd District

Jerry Tippy

Jerry Tippy, 2nd District

ATTEST:
Peggy Katona

Peggy Katona, Auditor

**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**

David Hamm
David Hamm, 1st District

ABSENT
Charlie Brown
Charlie Brown, 3rd District

Christine Cid
Christine Cid, 5th District

Randy Niemeyer
Randy Niemeyer, 7th District

Clorius Lay
Clorius Lay, 2nd District

Pete Lindemulder
Pete Lindemulder, 4th District

Ted Bilski
Ted Bilski, 6th District

Signed by Lake County Council in 8/8/2023

DocuSign Envelope ID: 8A9BF67D-3869-44A1-AEAF-F955D1867C69

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**LOWELL, INDIANA
TOWN COUNCIL:**

Todd Angerman, President
Ward 2

John Alessia, Ward 3

John Yelkich, Ward 5

Mike Gruszka, Vice-President
Ward 1

Shane Tucker, Ward 4

ATTEST:

Judy Walters,
Clerk-Treasurer

In the Matter of Joint Interlocal Agreement Between the City of Hammond, Indiana and Lake County, Indiana for construction of the City's new fire station located in North Townships, Lake County, Indiana

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

DocuSign Envelope ID: 8A9BF67D-3869-44A1-AEAF-F955D1867C69

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
HAMMOND, INDIANA AND LAKE COUNTY, INDIANA
FOR CONSTRUCTION OF THE CITY'S NEW FIRE STATION LOCATED IN
NORTH TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HAMMOND, INDIANA AND LAKE COUNTY, INDIANA FOR CONSTRUCTION OF THE CITY'S NEW FIRE STATION LOCATED IN NORTH TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the CITY OF HAMMOND, Lake County, Indiana, a Municipal Corporation, by its MAYOR as its executive and its CITY COUNCIL as its fiscal body (hereinafter referred to as "HAMMOND"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, HAMMOND is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of HAMMOND; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, HAMMOND and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, HAMMOND and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, HAMMOND and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for construction of the City's new fire station, hereafter referred to as the FIRE STATION PROJECT; and

WHEREAS, HAMMOND, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the FIRE STATION PROJECT is a public improvement in the best interests of the residents of HAMMOND and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint

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interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, HAMMOND and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of HAMMOND and COUNTY concerning the FIRE STATION PROJECT.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is infrastructure improvements pertaining to the fire station project will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No's. 2023-45 and 2023-40*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to HAMMOND within thirty (30) days of HAMMOND commencing the Project, the amount of TWO MILLION ONE HUNDRED THOUSAND DOLLARS and NO CENTS (\$2,100,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs HAMMOND will incur for the FIRE STATION PROJECT improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) HAMMOND shall contract with a company to perform all duties associated with the FIRE STATION PROJECT. With the \$2,100,000.00 received from LAKE COUNTY, HAMMOND shall pay its contractors for performing work

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associated with infrastructure improvements pertaining to the fire station project.

- B. The CLERK-TREASURER OF THE CITY OF HAMMOND, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. HAMMOND shall supervise all work performed by its contractor as part of the project and determine if the work meets reconstruction standards.
- D. HAMMOND shall contract with a company to perform the improvements and pay for all claims for supplies, materials, services or other expenses for the project.
- E. Because the COUNTY will have no supervisory responsibility for the work performed by the contractor employed by HAMMOND, project, will not be in privity of contract with any person or company contracted by HAMMOND to perform the work, and COUNTY'S only involvement during the improvements is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and HAMMOND shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur from the start of the reconstruction to the completion of the project.
- F. The project will be deemed completed when HAMMOND has accepted the work of their contractor and the COUNTY has certified to HAMMOND that it has been completed.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, HAMMOND and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or

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any other cause of any nature whatsoever beyond the control of HAMMOND and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Mayor Thomas M. McDermott, Jr. Hammond City Hall 5925 Calumet Ave. Hammond, In 46320	Commissioner Mike Repay 2293 North Main Street Crown Point, In 46307	Councilman Charlie Brown 2293 North Main Street Crown Point, In 46307
---	--	---

SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that HAMMOND and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

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SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

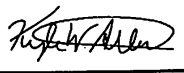
SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The City Council as the fiscal body of the City of HAMMOND, Lake County, Indiana, a Municipal Corporation.
 - 2) The Mayor as the executive of the City of HAMMOND, Lake County, Indiana, a Municipal Corporation.
 - 3) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 4) The Board of Commissioners as the county executive of the County of Lake, Indiana.

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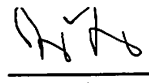
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**

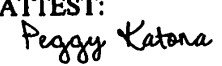


Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District

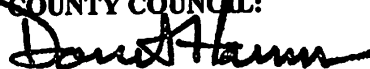


Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

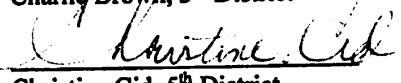
**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**



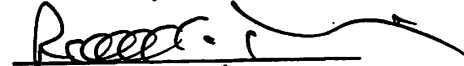
David Hamm, 1st District

ABSENT/


Charlie Brown, 3rd District



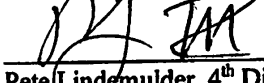
Christine Cid, 5th District




Randy Niemeyer, 7th District



Clorius Lay, 2nd District



Pete Lindemulder, 4th District



Ted Bilski, 6th District

Signed by Lake County Council on 8/8/2023

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**MAYOR CITY OF
HAMMOND, INDIANA:**

Thomas M. McDermott, Jr., Mayor

ATTEST:

Robert J. Golec, Clerk-Treasurer

**HAMMOND, INDIANA
CITY COUNCIL:**

Janet Venecz, At Large

Katrina Alexander, At Large

Daniel P. Spitale, At Large

Mark Kalwinski, 1st District

Pete Torres, 2nd District

Barry Tyler, 3rd District

William Emerson, 4th District

David Woerpel, 5th District

Scott Rakos, 6th District

In the Matter of Joint Interlocal Agreement Between the Town of Munster, Indiana and Lake County, Indiana for Improvement Costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank maintenance project located in North Townships, Lake County, Indiana

Lindemulder made the motion, seconded by Niemeyer, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

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JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF MUNSTER, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR REHABILITATION AND MAINTENANCE OF THE CALUMET AVENUE WATER TANK MAINTENANCE PROJECT LOCATED IN NORTH TOWNSHIP, LAKE COUNTY, INDIANA

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF MUNSTER, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR REHABILITATION AND MAINTENANCE OF THE CALUMET AVENUE WATER TANK MAINTENANCE PROJECT IN NORTH TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF MUNSTER, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "MUNSTER"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, MUNSTER is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of MUNSTER; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, MUNSTER and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, MUNSTER and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, MUNSTER and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance, hereafter referred to as the PROJECT; and

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WHEREAS, MUNSTER, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECT is a public improvement in the best interests of the residents of MUNSTER and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, MUNSTER and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of MUNSTER and COUNTY concerning the PROJECT.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-72*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to MUNSTER within thirty (30) days of MUNSTER commencing the Project, the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs MUNSTER will incur for the PROJECT improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

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- 1) MUNSTER shall use the funds for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance.
 - 2) With the \$250,000.00 received from LAKE COUNTY, MUNSTER shall use the funds for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance.
- B. The CLERK-TREASURER OF THE TOWN OF MUNSTER, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. MUNSTER shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by MUNSTER, the COUNTY will not be in privity of contract with any person or company contacted by MUNSTER to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and MUNSTER shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECT.
- E. The project will be deemed completed when MUNSTER certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, MUNSTER and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether

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federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of MUNSTER and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Munster Town Council Council President 1005 Ridge Road Munster, In 46321	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that MUNSTER and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

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SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

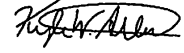
SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The Town Council as the executive and fiscal body of the Town of MUNSTER, Lake County, Indiana, a Municipal Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

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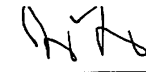
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**



Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District

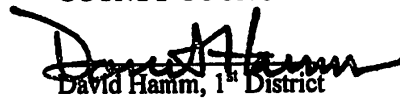


Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

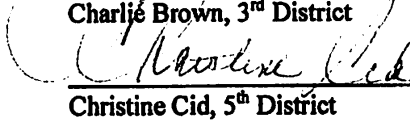
**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**



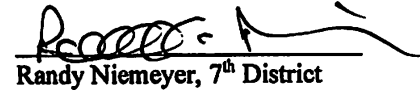
David Hamm, 1st District

ABSENT

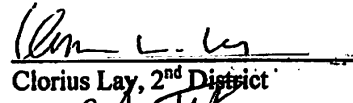
Charlie Brown, 3rd District



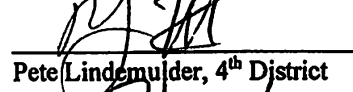
Christine Cid, 5th District



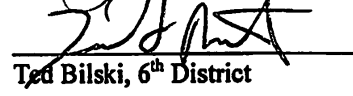
Randy Niemeyer, 7th District



Clorius Lay, 2nd District



Pete Lindemulder, 4th District



Ted Bilski, 6th District

Signed by Lake County Council on 8/8/2023

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IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**MUNSTER, INDIANA
TOWN COUNCIL:**

Ken Schoon, Ward 1

Lee Ann Mellon, Ward 2

Chuck Gardiner, Ward 3

Steve Tulowitzki, Ward 4

Andy Koultourides, Ward 5

ATTEST:

Wendy Mis,
Clerk-Treasurer

In the Matter of Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2023, Ordinance No. 1478C

Niemeyer made the motion, seconded by Bilski, to approve on First Reading. Majority voted yes. Brown was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Bilski, to Suspend Rules. Majority voted yes. Brown was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Bilski, to approve on Second Reading. Majority voted yes. Brown was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1478C-2

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2023, ORDINANCE NO. 1478C

WHEREAS, on December 13, 2022, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2023, Ordinance No. 1478C; 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.

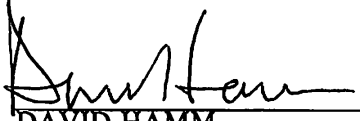

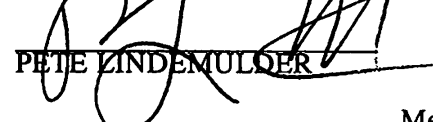
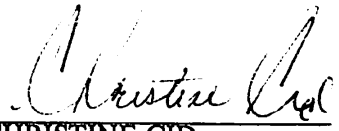
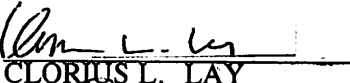

- 15. Coroner:
 - a. Entry Level Medico Legal Death Investigator 16.00-20.00/hr.
 - b. State Certified Medico Legal Death Investigator/Path Assistant 16.00-20.00/hr.

INSERT:

Section IV.

- 15. Coroner:
 - a. Entry Level Medico Legal Death Investigator 16.00-20.00/hr.
 - b. State Certified Medico Legal Death Investigator/Path Assistant 16.00-20.00/hr.
 - c. Case Coordinator 16.00-20.00/hr.
 - d. Autopsy Photographer 16.00-20.00/hr.

SO ORDAINED THIS 8th DAY OF AUGUST, 2023.

 DAVID HAMM  RANDALL C. NIEMEYER  PETE LINDEMULDER	ABSENT CHARLIE BROWN - President	 CHRISTINE CID  CLORIUS L. LAY  TED F. BILSKI
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Members of the Lake County Council

In the Matter of Public Hearing for Petition to Vacate Cedar Lake Road, 60' Right-of-Way between Parcel #45-16-17-300-024.000-041 & 45-16-17-300-003.000-41, Lying Southwest of Intersection of 121st Avenue/Franciscan Drive & Marshall Street

Cid opened the public hearing for comment.

There were no remonstrators present.

Cid closed public hearing.

In the Matter of Ordinance Granting Petition to Vacate a Portion of a Public Way (Cedar Lake Road) By Northern Indiana Public Service Company, LLC

Niemeyer made the motion, seconded by Bilski, to approve.

Niemeyer – I had discussion with County Highway Engineer Alverson about this particular vacation. The East side of the road is owned by NIPSCO. It was the county highway engineer's recommendation for a forty-foot right-of-way to be dedicated to Lake County. The West side of the road is owned by a company named IMPACT and it is being pursued the same forty-foot right-of-way but the ordinance was crafted to reflect a fifty-foot right-of-way which I don't necessarily think we need to go against the desires and recommendation of the county highway commissioner. So, I'm not sure how we resolve that within the ordinance.

O'Donnell – The sixty-foot right-of-way is the road that passes through that nobody uses anymore that we're vacating. So, we're vacating sixty-feet of roadway and that's what is reflected in the ordinance. There was some discussion at the study session about possibly making this conditioned on the dedication of the roadway also and I don't know if that was the councilman's intention.

Niemeyer – That was my intention to make a record on that, the dedication.

Bilski – So, we're amending it with contingency?

Niemeyer – No, it was to make the record clear that were vacating a public way for NIPSCO to be able to install there. So, were vacating that portion that the county used to own. I wanted to make sure as part of the record that we went back to the study session discussion of what we would be requesting from NIPSCO as a dedication of right-of-way as a part of this consideration is forty-feet based on the county highways engineer of our new road that's been 15/16 years.

Bilski – Ned, there's subsequently another parcel that will be impacted by this?

Ned – The council passed the transportation plan along with our comprehensive plan. The definitions that are in place right now consider this a secondary arterial for the dedication which requires a hundred feet of right-of-way. Fifty-feet on each side of the road is being dedicated. This has nothing to do with the sixty-feet that's being dedicated. This has to do with the new Crown Point, Cedar Lake Road and the ordinance that was passed requires fifty-foot dedication. Duane uses a different set of criteria to define the roads. He considers this major collector or minor collector, it only requires a forty-foot dedication but what's been passed by the council, and I believe what the plan commissions responsibility is, is to address what's been passed by the council. Currently, it is considered a secondary arterial, requiring a fifty-foot dedication. Duane's recommendation is for forty-feet, the ordinance requires fifty-feet. It's your decision.

Bilski – Tom, do we need to amend our ordinance?

O'Donnell – We need to amend the motion to reflect that this vacation is contingent on NIPSCO dedicating the roadway. That was the only power that the council had over them to make sure they do this dedication because they're under no obligation to do it. (Inaudible) agreed to have it be contingent on their dedication of that road.

Niemeyer made amended his motion to approve petition to vacate ordinance on first reading with the following amendment: "To be contingent upon the dedication of the desired and required right of way of the new Cedar Lake, Crown Point road.

Bilski amended his second.

Majority voted yes. Brown was absent. Motion to approve on First Reading contingent upon the dedication of the desired and required right of way of the new Cedar Lake, Crown Point road carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Lindemulder, to Suspend Rules. Majority voted yes. Brown was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Niemeyer made the motion, seconded by Bilski, to approve on Second Reading contingent upon the dedication of the desired and required right of way of the new Cedar Lake, Crown Point road carried 6-yes, 1-absent. Majority voted yes. Brown was absent. Motion to approve on Second Reading contingent upon

the dedication of the desired and required right of way of the new Cedar Lake, Crown Point road carried 6-yes, 1-absent. carried 6-yes, 1-absent.

ORDINANCE NO. 1486A

ORDINANCE GRANTING PETITION TO VACATE A PORTION OF A PUBLIC WAY (CEDAR LAKE ROAD) BY NORTHERN INDIANA PUBLIC SERVICE COMPANY, LLC.

WHEREAS, Petitioner Northern Indiana Public Service Company, LLC pursuant to I.C. 36-7-3-12 files their Petition to Vacate a Portion of a Public Way (Cedar Lake Road); and

WHEREAS, the Lake County Council on the 8th day of August, 2023, granted the said petition.

IT IS NOW, THEREFORE, ORDAINED AS FOLLOWS:

That the Petition to Vacate Cedar Lake Road, 60 feet right-of-way between parcel #45-16-17-300-024.000-041 and 45-16-17-300-003.000-041, lying southwest of Intersection of 121st Avenue/Franciscan Drive and Marshall Street in Lake County, Indiana, shall be given fee simple as follows:

NORTHERN INDIANA PUBLIC SERVICE COMPANY, LLC,
Parcel 1, 45-16-17-300-024.000-041 the northerly 30 feet of Cedar Lake Road

IN-PACT, INC.
Parcel 2, 45-16-17-300-003.000-041, the southerly 30 feet of Cedar Lake Road

(Legal Description is attached as Exhibit "A")


Notwithstanding, the granting of the Petition to Vacate herein shall be contingent upon the dedication of the desired and required right of way of the new Cedar Lake Crown Point Road.

SO ORDAINED THIS 8th DAY OF AUGUST, 2023.

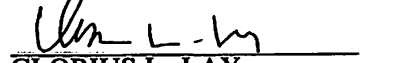
ABSENT
CHARLIE BROWN, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Plan Commission Ordinance 2563 Watson Family Trust-William E. Watson, Owner and Brittani M. Lis, Petitioner, 7-19-2023, Favorable Recommendation, (Vote 7-0)

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Brown was absent. Motion to approve carried 6-yes, 1-absent.

**ORDINANCE #2563
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation July 19, 2023).

BE IT ORDAINED by the County Council of Lake County, Indiana as follows:

ZONE CHANGE from A-1 (Agricultural Zone) to RR (Rural Residential) owned by Watson Family Trust-William E. Watson and petitioned by Brittani M. Lis for a proposed one-lot residential development on the following described property:

General Location: Located approximately 7/10 of a mile north of 93rd Avenue on the east and west side of Fairbanks Street, a/k/a 8700 Fairbanks Street in St. John Township.

Legal Description:

Parcel 1:

Part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 26; thence S 00°57'47" E, along the East line of the Southwest Quarter of the Northeast Quarter of said Section 26, 411.00 feet; thence N 69°03'39" W. 431.51 feet; thence N 20°56'21" E, 99.44 feet; thence N 69°03'39" W, 162.73 feet to the Easterly line of Bohling's East Oak Estates, Unit No. 2 as shown in Plat Book 63, Page 55 in the Office of the Recorder of Lake County, Indiana; thence N 21°32'07" E, along the Easterly line of aforesaid Bohling's East Oak Estates, 113.31 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 26, being the South line of Bohling's East Oak Estates, Unit No. 5, as recorded in Lake County, Indiana; thence N 89°57'52" E, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 26, also monumented as the South line of aforesaid Bohling's East Oak Estates, Unit No. 5, 470.00 feet to the point of commencement.

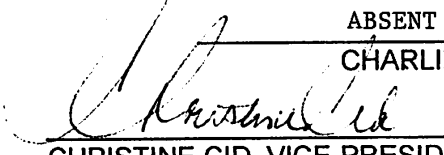
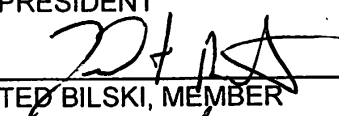
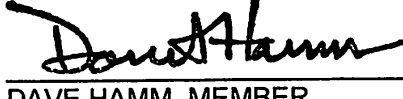
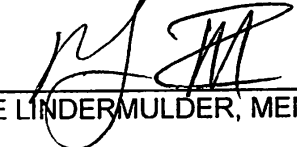


Parcel 2:

The North 5, acres of the West 10 acres of the following: The West 25 acres of the Southeast quarter of the Northeast quarter of Section 26, Township 35 North, Range 9 West of the 2nd principal meridian, Except 4.5 acres there from described as commencing at the North East corner of said West 25 acre tract; thence South 42 and 6/17ths rods; thence West 17 rods; thence North 42 and 6/17ths rods; thence East 17 rods to the point of beginning, in Lake County, Indiana.

IS HEREBY X BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 8th DAY OF August , 2023.

MEMBERS OF THE LAKE COUNTY COUNCIL

ABSENT	
CHARLIE BROWN, PRESIDENT	
	
CHRISTINE CID, VICE-PRESIDENT	TED BILSKI, MEMBER
	
DAVE HAMM, MEMBER	PETE LINDERMULDER, MEMBER
	
CLORIUS LAY, MEMBER	RANDY NIEMEIER, MEMBER

In the Matter of Discussion of the 2024 Public Budget Presentations, Workshops & Readings Schedule

Discussion was held. Budget Workshop Schedule for 2024 was not revised. Schedule is as follows:

DATE	TIME	
Tuesday, Sept. 5	10:00 A.M.	2024 Public Budget Presentations
Thursday, Sept. 7	1:00 P.M.	2024 Budget Workshop
Tuesday, Sept. 12	1:00 P.M.	2024 Budget Workshop
Thursday, Sept. 14	1:00 P.M.	2024 Budget Workshop
Tuesday, Sept. 19	10:00 A.M.	2024 Budget 1 st Reading
Thursday, Sept. 21	1:00 P.M.	2024 Budget Workshop
Tuesday, Oct. 3	1:00 P.M.	2024 Budget Workshop
Thursday, Oct. 5	1:00 P.M.	2024 Budget Workshop
Tuesday, Oct. 10	1:00 P.M.	2024 Budget Workshop
Thursday, Oct. 12	1:00 P.M.	2024 Budget Workshop
Tuesday, Oct. 17	10:00 A.M.	2024 Budget 2 nd Reading

Additional Council Comments:

Niemeyer announced the passing of Doug Wright. Wright was the former Gary, Indiana Police Chief and Chairman of the Gary Republican Organization.

Public Comments: Jerry Baffa of Munster addressed the council regarding a letter he received from the Health Department stating that the pool fees were increasing from \$750 to \$2,180.

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.

President, Lake County Council

ATTEST:

Peggy Holinga Katona,
Lake County Auditor