

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 Thomas O'Donnell, President, Ted Bilski, Ernie Dillon, Elsie Franklin, Jerome A. Prince, Christine Cid, and Larry Blanchard County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of Minutes of the Lake County Council for 9-14-10.

Prince made a motion, seconded by Bilski to approve the minutes of the Lake County Council for 9-14-10. All voted "Yes". Motion to approve carried 7-0.

ORDINANCE NO. 1328

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
General Fund 001		
<u>IV-D Court</u> 3950		
43995 Other Services & Charges	\$ 15,000.00	Defer to 10-13-10
Gambling Adm Tax Fund 196		
<u>Data</u> 3600		
43240 Telephone	\$ 38,534.17	\$ 38,534.17
43995 Other Services &* Charges	\$ 23,332.03	\$ 23,332.03
Commissioner's Tax Certificate Sale Fund 385		
<u>Auditor</u> 0200		
43190 Other Professional Service	\$ 50,000.00	\$ 50,000.00
43320 Advertising	\$150,000.00	\$150,000.00
County Bond Redemption Fund 320		
<u>Commissioners</u> 2900		
43190 Other Professionla Service	\$ 400.00	\$ 400.00
43980 Court Judgments	\$.25	\$.25
Exempt Debt Service Fund 322		
<u>Council</u> 3700		
43190 Other Professional Service	\$ 400.00	\$ 400.00
<u>Highway</u> 5011		
43190 Other Professional Service	\$ 400.00	\$ 400.00
Alternative Dispute Resolution Fund 409		
<u>Circuit Court</u> 3800		
41120 Professionals(CNL)	\$ 27,083.00	No Action Taken
41220 FICA	\$ 2,072.00	No Action Taken
41230 PERF(CNL)	\$ 2,708.00	No Action Taken
41240 Insurance(CNL)	\$ 14,300.00	No Action Taken

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>Circuit Court</u> 3800		
From: 001-41160 Office & Clerical	\$ 27,917.00	
To: 001-41120 Professional	\$ 27,917.00	No Action Taken

<u>Calumet Township Assessor 1000</u>		
2005 Reassessment Fund 237		
From: 237-43310 Printing	\$ 2,500.00	
To: 237-43235 Mileage	\$ 2,500.00	\$ 2,500.00
<u>Calumet Township Assessor 1000</u>		
From: 001-41160 Office & Clerical	\$ 14,000.00	
001-43220 Postage	\$ 3,000.00	
To: 001-43510 Utilities	\$ 3,000.00	\$ 3,000.00
001-43240 Telephone	\$ 4,000.00	\$ 4,000.00
001-43730 Property Rental	\$ 8,000.00	\$ 8,000.00
001-43910 Dues	\$ 2,000.00	\$ 2,000.00
<u>Ross Township Assessor 1700</u>		
2005 Reassessment Fund 237		
From: 237-44490 Other Equipment	\$ 2,250.00	
To: 237-44420 Office Machines	\$ 2,250.00	\$ 2,250.00
<u>Surveyor 0600</u>		
Surveyor's Corner Perpetuation Fund 167		
From: 167-44490 Other Equipment	\$ 42,100.00	
To: 167-43190 Other Professional Service	\$ 42,100.00	\$42,100.00
<u>Highway 5013</u>		
Highway Fund 102		
From: 102-5013-42210 Petroleum Product	\$15,000.00	
To: 102-5013-42220 Garage & Motors	\$15,000.00	\$15,000.00
<u>Public Works 2950</u>		
From: 001-42390 Other Repair & Maintenance	\$ 3,000.00	
001-42410 Other Supplies	\$ 3,000.00	
To: 001-42210 Petroleum Products	\$ 6,000.00	\$ 6,000.00
<u>Clerk 0100</u>		
From: 001-41150 Professionals	\$ 5,193.00	No Action Taken
To: 001-41110 Officials & Admn	\$ 917.00	No Action Taken
001-41160 Office & Clerical	\$ 4,276.00	No Action Taken
<u>Surveyor 0600</u>		
Surveyor's Corner Perpetuation Fund 167		
From: 167-43630 Maintenance & Service	\$ 300.00	
To: 167-43240 Telephone	\$ 300.00	\$ 300.00
<u>Drainage 2600</u>		
From: 001-43190 Other Professional Service	\$ 1,892.50	
To: 001-41190 Part-Time	\$ 1,892.50	\$ 1,892.50
<u>Detention Center 4200</u>		
From: 001-43710 Equipment Rental	\$ 1,767.00	
To: 001-42220 Garage & Motor	\$ 1,767.00	\$ 1,767.00
<u>L.S. Court County Div III 4050</u>		
SAPS Fund 143		
From: 143-43233 Travel/Lodging	\$ 2,000.00	Withdrawn
143-43234 Travel/Trans Other	\$ 2,000.00	Withdrawn
143-43630 Maintenance & Service	\$ 3,000.00	Withdrawn
143-43710 Equipment Rental	\$ 1,500.00	Withdrawn
143-43955 Official Bond	\$ 3,000.00	Withdrawn
143-44410 Furniture/Fixtures	\$ 200.00	Withdrawn
To: 143-41240 Group Insurance Deductions	\$11,700.00	Withdrawn
<u>Local Roads & Streets 5060</u>		
Non-Reverting Highway Deposits Gambling Fund 229		
From: 229-42390 Other Repair & Maintenance	\$ 7,000.00	
229-43640 Local Roads & Streets	\$ 4,000.00	
To: 229-44490 Other Equipment	\$11,000.00	\$11,000.00
<u>Surveyor 0600</u>		
MS-4 Fund 264		
From: 264-43630 Maintenance & Service Contr	\$ 80,000.00	
264-44110 Land Purchases	\$114,000.00	
264-44510 Other Capital Outlay	\$194,000.00	\$194,000.00
<u>Jail 3100</u>		
From: 001-43120 Medical & Hospital Serv	\$100,000.00	
001-43188 Employment Testing	\$ 25,000.00	
001-43190 Professional Service	\$ 60,000.00	
To: 001-42240 Household & Inst Suppl	\$ 10,000.00	\$ 10,000.00
001-42250 Healthcare & Lab Suppl	\$ 60,000.00	\$ 60,000.00
001-43920 Food & Lodging	\$115,000.00	\$115,000.00

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 12th day of October, 2010.

Adopted this 12th day of October, 2010.

NAY

AYE

Thomas O'Donnell
Ted Bilski
Ernie Dillon
Elsie Franklin
Jerome A. Prince
Christine Cid
Larry Blanchard

Members of the Lake County Council

ATTEST:
Peggy Holinga Katona,
Lake County Auditor

Additional

	Made motions	seconded	
<u>General Fund 001</u> IV-D Court(\$15,000) (See Footnote)	Franklin	Blanchard	All voted "Yes" to defer to 10-13-10 @ 1PM. Motion to defer carried 7-0.
<u>Gambling Adm Tax Fund 196</u> Data(\$61,866.20)	Franklin	Dillon	All voted "Yes" to approve. Motion Carried 7-0.
<u>Commissioner's Tax Certificate</u> <u>Sale Fund 385</u> Auditor(\$200,000)	Cid	Blanchard	All voted "Yes" to approve. Motion carried 7-0.
<u>County Bond Redemption Fund 320</u> Commissioners(\$400.25)	Franklin	Prince	All voted "Yes" to approve. Motion carried 7-0.
<u>Exempt Debt Service Fund 322</u> Council(\$400)	Blanchard	Prince	All voted "Yes" to approve. Motion carried 7-0.
Highway(\$400)	Blanchard	Prince	All voted "Yes" to approve. Motion carried 7-0.
<u>Alternative Dispute Resolution Fund 409</u> Circuit Court(\$46,163)	No Action Taken		

Footnotes:

Re: Circuit Court(\$15,000) – Franklin made a motion, seconded by Prince to approve. O'Donnell said that it was discussed at the Study Session that they didn't have that money, and asked if there was going to be an appropriation from someplace else? Cindy Stahle said that when she spoke with Lisa, she was told they couldn't do it because it was a conflict of interest, which would be IV-D Prosecutor paying for the attorney. Franklin withdrew her motion, and Prince withdrew his second. Franklin made a motion, seconded by Blanchard to defer to 10-13-10 meeting @ 1:00 P.M. All voted "Yes". Motion to defer carried 7-0.

O'Donnell wanted to mention that he thinks that it is wonderful to see the 7th District County Council Democratic nominee, Wendy Vander Tuk at the meeting. He said that she attends many of our meetings, as everyone knows, and he thinks it is nice to see her getting out, and getting involved in the process.

Transfer

	Made motions	seconded
Circuit Court(\$27,917)	NO ACTION TAKEN	

Calumet Twp Assr(\$2,500)	Franklin	Prince	All voted "Yes" to approve. Motion carried 7-0.
Calumet Twp Assr(\$17,000)	Franklin	Prince	All voted "Yes" to approve. Motion carried 7-0.
Ross Twp Assr(\$2,250)	Bilski	Prince	All voted "Yes" to approve. Motion carried 7-0.
Surveyor(\$42,100) Fund 167	Prince	Bilski	All voted "Yes" to approve. Motion carried 7-0.
Highway(\$15,000)	Blanchard	Prince	All voted "Yes" to approve. Motion carried 7-0.
Public Works(\$6,000)	Dillon	Prince	All voted "Yes" to approve. Motion carried 7-0.
Clerk(\$5,193)	NO ACTION TAKEN		
Surveyor(\$300) (Fund 167)	Prince	Bilski	All voted "Yes" to approve. Motion carried 7-0.
Drainage(\$1,892.50)	Prince	Blanchard	All voted "Yes" to approve. Motion carried 7-0.
Detention Center(\$1,767)	Bilski	Prince	All voted "Yes" to approve. Motion carried 7-0.
L.S. Court County Div III(\$11,700) Local Roads & Streets(\$11,000)	WITHDRAWN Prince	Blanchard	All voted "Yes" to approve. Motion carried 7-0.
Surveyor(\$194,000) Fund 264	Prince	Bilski	All voted "Yes" to approve. Motion carried 7-0.
Jail(\$185,000)	Blanchard	Franklin	All voted "Yes" to Approve. Motion carried 7-0.

In the Matter of Revised 144's for Circuit Court, and Clerk.

Re: Circuit Court - (Fund 001 12xxx-001 Therapist/Psychologist Mediator – NO ACTION TAKEN.

Re: Circuit Court - (Fund 409 12xxx-001 Therapist/Psychologist/Mediator – NO ACTION TAKEN

Re: Clerk – 15533-004 Dept Manager – NO ACTION TAKEN
16730-001 Deputy IV – NO ACTION TAKEN
11041-001 Executive Chief Dep – NO ACTION TAKEN
15533-006 Dept Manager – NO ACTION TAKEN
16725-028 Deputy III – NO ACTION TAKEN

In the Matter of Ord#1319A – Regarding Vacant Positions for Circuit Court.

001-3800-12xxx-001 Therapist/Psychologist/Mediator - NO ACTION TAKEN
409-3800-12xxx-001 Therapist/Psychologist/Mediator – NO ACTION TAKEN

In the Matter of Ord#1319A – Regarding Vacant Positions for Calumet Twp Assessor

13458-001 Personal Property Deputy – NO ACTION TAKEN
16556-003 Field Deputy/Clerk I – NO ACTION TAKEN
16556-004 Field Deputy/Clerk I – NO ACTION TAKEN
16557-001 Field Deputy Clerk II – NO ACTION TAKEN
16557-002 Field Deputy Clerk II – NO ACTION TAKEN

In the Matter of Ord#1319A – Regarding Vacant Positions for Sheriff.

13548-006 Sergeant
13548-018 Sergeant
13548-020 Sergeant
14555-001 Corporal

Blanchard made a motion, seconded by Prince to defer to 11-9-10. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Ord#1319A – Regarding Vacant Positions for Clerk.

16730-001 Deputy IV – NO ACTION TAKEN
16724-017 Deputy II – NO ACTION TAKEN

16725-007 Deputy III – NO ACTION TAKEN
16725-013 Deputy III – NO ACTION TAKEN

In the Matter of Adding to agenda - Report by Melinda Haag, Circuit Court Title IV-D Report

Dillon made a motion, seconded by Prince to add the report to the agenda. All voted "Yes". Motion carried 7-0.

Melinda Haag stated that Clerk, Mike Brown asked her to do an analysis of the Title IV-D Reimbursement process that the Clerk's Office has been using.

Ms. Haag stated that in order to encourage Counties to collect child support, which is what we talk about when we use Title IV-D, the Federal Government and the State have a reimbursement program, and there is a formula for that, that has been determined, and so for most of the expenses that are incurred, both by the staff, their time, their benefits, their salary, and for other expenses, there is typically a formula that's applied to that, and it's 67% of the time. Unless this person works 100% of their time, or unless those expenses or the equipment, or that office space, or supplies are used solely for the purpose of collecting IV-D money, in which case then, a County can submit for reimbursement to the State and subsequently the State to the Federal Government, 100% of that amount. Ms. Haag said, this is true for all Counties, in all States, all around the Country. Federal statutes have set this out.

Ms. Haag said that Mr. Brown has asked them to go through and to insure that the Lake County Circuit Clerk was attaining all of the reimbursements for which it has been eligible. She said that there are 3 different reimbursements that are submitted from Lake County to the State of Indiana, which are, for the Clerk, the Clerk's Staff, and the Clerk expenses that go to support the Title IV-D, one from the Prosecutors' Office, and one from the Court itself.

Ms. Haag, said, just so we're clear, this report, and the work that we did for the Clerk, was solely to analyze the processes and reimbursements from the Clerk, so we had no access to, nor were we asked to look at any information from the Lake County Prosecutor's Office, nor from any other Court. She said this information that you see applies only to the Clerk. She said what they did was do a set of interviews, and then gather as much dated information that we could. Once we did that, we looked at 2 years worth of reimbursement reports that had been submitted to the State of Indiana. She said they looked at 2 years worth because if you are going to go back and amend a reimbursement, that's as far back in time as you are allowed to go. She said they went back during that two-year time period to do an analysis.

She said that after they analyzed the data, they found additional amounts for that 2-year period that could have been submitted, that were not submitted, which is what's called an add-on amount. She said that in May, 2008 the original amount that the County submitted, on behalf of the Clerk was \$14,501.14. She said following their analysis, they found an additional \$10,000 plus, dollars that the County could have submitted.

She said that once they found this, they wanted to validate what they had done by meeting with the State. She said they met with the Deputy Director with the Indiana State Bureau of Child Support, who verified what we had done, and confirmed that the amounts that were identified could, in fact, be submitted by the County for reimbursement. So the County has been going through a process then, since that time of amending its' reports going back to May of 2008 requesting the additional reimbursement of monies that will come back then to the County. She said the total of that amount through December of 2009 is \$189,711 additional dollars that the State, and then the Federal Government will be sending back to the County to support the work of Title IV-D. That's obviously not an insignificant amount of money that has been available, Ms Haag wanted to stress, this is money that has been available to the County, before that date. You can't go back and collect anything prior to that time.

She said this is a large part of what they did, working with the Clerk, was to understand what needs to happen to insure that the Clerk can continue to maximize that reimbursement, going forward. She said the last part of this report is the findings of recommendations that we made around that, and she wanted to talk about a few of them.

She said that the biggest issue that they found that's lacking, is the ability of the Clerk to track the hours that people put in, and all of the related expenses that go to support the IV-D. She said they had to ask Data Processing to pull data counting keystrokes of clerks who were doing IV-D work to determine how many hours they spent to verify that. She said there are a number of ways in which the County could improve those processes. She said the most expensive way obviously would be to purchase some kind of technology solution, which we are not suggesting.

She said simply asking individuals to keep a log of their time spent is something that the State said it would accept as verification of the amount of time to support the reimbursement report.

She said the other thing that they identified is there isn't any attempt to calculate what the cost of the physical space is, so if the Clerk IV-D Division has X amount of square footage, which is X per cent of the total amount of square footage in the County that the Clerk has, and if the county charges the Clerk rent,

as it were, for that space, a certain percentage of that could also be submitted. This is true of phones, this is true of computers, this is true of paper, and files, and desk, everything. A lot this, we could not go back and analyze because the County simply didn't have any way to track it. So, one of our recommendations is that the County institute some kind of asset tracking process, so that anytime that you purchase something, you tag it, the tag then is matched up to the procurement document itself so you know where it is. For purposes of the Clerk, this would be very helpful because then the Clerk could take all of those receipts of those procurement documents, fold them up, and submit them for reimbursement to say, "we bought x amount of computers for our IV-D staff, here is where the computers are located, here is the id number for all of those computers, here is the documentation to provide that report. There were places in which we simply could not match up the desk of someone working on IV-D, or their computer to a procurement document, hence we were not able submit those for reimbursement.

She said that one of the things that we learned was that dramatically increased a lot of the reimbursement was, as long as the program has been in effect, there has never been any request for reimbursement for the IV-D work that occurring in the satellite locations, so the entire reimbursement has come solely from the work done in Crown Point. There was no reimbursement for Gary, Hammond, or East Chicago. So, going forward, now that has changed so that money will continue to be re-cooped.

The other issue relates to how to maximize the reimbursement. If someone doesn't work 100% of their time on IV-D work, there is a formula that allows the Clerk to ask for reimbursement. I indicated earlier that that formula is roughly about 67% of whatever it is.

She said you get 100% by ensuring that the people that work on IV-D, that's all they do. She said that they found in the Clerk' Office, there are 23 separate people who all work on IV-D. She said one of the recommendations they made was to try to roll up all 23 of those IV-D activities, and put them into one person, so that one person, complete salary, complete benefits, and everything that they use and do, can be submitted 100% for reimbursement. She said there are other ways, in which we believe that you can also maximize that by maybe saying, okay, now you're going to be 50% IV-D, if there is no ability to do the total amount, at least for the ease of trying to maximize the reimbursement, although it will only 67%, so, as much as possible, they have encouraged the Clerk to identify how people can be assigned, 100% to collecting this funding to maximize that reimbursement, because in essence what that means is, what you pay to support those individuals, you are being reimbursed. You are going to be reimbursed by the State Federal Government, back for that. The Federal Government gets what it wants, which is child support, people who need that money to support their kids, they get that, and then, you are allowed to, that salary and benefit, you are not paying that, you pay it, but then it's being reimbursed to you, so that was definitely one of the recommendations we had to make.

She said the other big area was in postage. With all of the cases that had been processed, there was no way to track the postage on that.

Ms. Haag said the Clerk asked them to perform this work, and it cost the County \$19,000 dollars, which was approved by the Commissioners. She said 67% of that cost will be submitted to the State for reimbursement because it's work that we did, on your behalf to analyze this (inaudible).

Ms Haag also said that the reason that the Clerk wanted them to come before the Council was to tell the Council that with that investment, they were able to find the County a lot of money going forward. More importantly, however, from our perspective, and the Clerk' perspective, in looking at this is the additional opportunities that exist to take a look at the Prosecutor' Office, and the Court to ensure that they are able to maximize their reimbursement as well. She said they have not talked to the Prosecutor' Office or the Courts yet. She said when they talked to the State, the State said that they wished that all of the remaining Counties in Indiana would do the exact same thing that Clerk Brown is doing to maximize their reimbursements because, again this benefits the State as well. When a county has maximized their reimbursement, it benefits the State, it benefits the County, and ultimately the children who rely on this funding to be able to be supported.

Ms Haag thanked the Council for allowing her to speak to the Council on the Clerk' behalf.

Prince said to Ms Haag that she suggested that we were going to go back and bill for this \$189,000 right?

Ms Haag answered, right.

Prince asked if that amount was subjective at all, or is this an amount that we can pretty much....

Ms Haag said that we sat down with the State and showed them what we did, showed them the methodology, showed them the math, showed them the assumptions, and they verified it for us.

O'Donnell said, excellent.

Prince said thank you.

Franklin commended the Clerk and his staff for taking the initiative and thanked them on behalf on behalf of the citizens, and the children of Lake County.

O'Donnell said to Ms Haag, you're not looking for any official action from us today, this is all going to be internal mechanisms that the Clerk puts into place.

Ms. Haag answered, absolutely. It was just that the Clerk asked us to come to let you know what was the result of this and to highlight some of the process areas, and some things that you may want to be aware of.

O'Donnell said he thinks that it is fantastic that she presented this in a public forum like this because often times County government takes it on the chin, when we invest \$19,000 dollars in a study, and you're telling us, not only was it \$19,000 dollars, but 66% of it is coming back or 67% so it's really going to cost us \$6,500 to get \$190,000 dollars back into our fund, so it's an excellent investment.

Bilski suggested that maybe we could send a letter to the Prosecutor's Office, as well as the Courts asking them to consider participating in this, with the substantial savings that we are seeing in the Clerk's Office, that they would want to engage in this process as well, maybe just a letter from us as a... if we could come as a consensus across the board just as a...

O'Donnell said or the Chairman of that committee could talk to them, however you want to do it. O'Donnell said I think that's a great idea, we see Lisa Beck all the time, pass it on to her.

Blanchard said I understand that the Prosecutor is doing something.

No Action Taken by the Council.

In the Matter of Create New Line Item – Emergency Management.

Blanchard made a motion, seconded by Prince to approve creating line item 43235 – Travel/Mileage, in the Emergency Management Department, 3500, general fund.

All voted "Yes". Motion to approve carried 7-0.

In the Matter of EECBG Fund – Mark Purevich

Discussion

Mark Purevich wanted to give the Council an update on the EECBG Grant Fund, which is the stimulus fund from the Federal Government.

Mr. Purevich said that last Friday they held a pre-bid mandatory meeting for the fund itself. He said the final date to deliver the bid packages will be next Wednesday, October 20, 2010 at the Commissioner's Meeting for advisement and probably being awarded in November.

He gave an update of some of the projects that he is working on.

O'Donnell asked him what kind of projects were they doing in Wicker Park?

Mark said that they are going to be doing all of the outdoor lighting in the social center, the parking lot will be done, the roof, and heating and air conditioning. Also at the social center, the lighting will be changed with energy efficient lights on the crystal chandelier.

Prince asked what area, or facility in Calumet Township?

Mark said the Trustee's Office. He said he believes the second or third floor. They will be getting heating and air conditioning, some windows, and some electrical work done.

Franklin asked if work could have done at City Hall?

Mark said that as long as it's owned by Lake County, and the decision is made by the Board of Commissioners on which area they want to have the work done on.

He asked if City Hall is owned by the County correct?

O'Donnell said, I would think it's owned by the City.

Mark said it would have to be owned by Lake County.

Franklin said, the Trustee's Office, you're saying is owned by the County?

Mark said technically, it's under the umbrella of Lake County, even though the State owns it.

In the Matter of Resolution Honoring Crown Point Cal Ripken 9 Year Old Star Team – Northern Indiana State Champions.

Bilski made a motion, seconded by Blanchard to approve. All voted “Yes”. Motion to approve carried 7-0.

RESOLUTION NO. 10-84

**RESOLUTION HONORING THE CROWN POINT
CAL RIPKEN 9 YEAR OLD ALL STAR TEAM**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

WHEREAS, the Crown Point Cal Ripken 9 Year Old Star Team won their second consecutive Northern Indiana State Championship on July 18, 2010 in Schererville, Indiana, beating Logansport 7-4, and outscoring their opponents with 66 runs to 26.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 9 Year Old All Star Team, the Northern Indiana State Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 9 Year Old Star Team.

DATED THIS 12TH day of October, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution Honoring Crown Point Cal Ripken 11 Year Old Star Team – Northern Indiana State Champions and Ohio Valley Regional Champions.

Bilski made a motion, seconded by Blanchard to approve. All voted “Yes”. Motion to approve carried 7-0.

RESOLUTION NO. 10-85

**RESOLUTION HONORING THE CROWN POINT
CAL RIPKEN 11 YEAR OLD ALL STAR TEAM**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

WHEREAS, the Crown Point Cal Ripken 11 Year Old Star Team won the Northern Indiana State Championship on July 19, 2010 in South Bend, Indiana, beating Logansport by a score of 13-2, and won the Ohio Valley Regional Championship on August 2, 2010 in Logansport, Indiana, BEATING Lexington by a score of 8-4, making Crown Point on of eight Regional Champions in the United States.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 11 Year Old All Star Team, the Northern Indiana State Champions and Ohio Valley Regional Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 11 Year Old All Star Team.

DATED THIS 12th day of October, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution Honoring Crown Point Cal Ripken 12 Year Old Star Team – Northern Indiana State Champions.

Bilski made a motion, seconded by Blanchard to approve. All voted "Yes". Motion to approve carried 7-0.

RESOLUTION NO. 10-86

**RESOLUTION HONORING THE CROWN POINT
CAL RIPKEN 12 YEAR OLD ALL STAR TEAM**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have Consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete With other youths of this state and of every country and nation of this world; and

WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken Upon themselves the hardships and disciplines, both physical and mental, which Successful participation in sporting events demands; and

WHEREAS, the Crown Point Cal Ripken 12 Year Old Star Team won the Northern Indiana State Championship on July 10, 2010 in Hammond, Indiana, beating South Bend East by a score of 1-0, and went on to place third in the Ohio Valley Tournament.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 12 Year Old All Star Team, the Northern Indiana State Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 12 Year Old All Star Team.

DATED THIS 12TH DAY OF October, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution Extending the Payment of a Transfer Between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(b) (EXEMPT DEBT SERVICE FUND/322)

Cid made a motion, seconded by Blanchard to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 10-87

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C.36-1-8-4(b) (EXEMPT DEBT SERVICE FUND 322)

WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and

WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and

WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and

WHEREAS, on November 25, 2008, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2009; to-wit:

\$5,500,000.00 from the Health Insurance Reserve #26514
to the County Bond Fund #320/County Bond Redemption Fund # 322
now known as Exempt Debt Service Fund # 322.

WHEREAS, on November 10, 2009, by Resolution No. 09-96 the Lake County Council pursuant to I.C. 36-1-8-4(a) extended the repayment date of the temporary loans and transfer approved on November 25, 2008 by Resolution No. 08-154 be extended to June 30, 2010; and

WHEREAS, on June 8, 2010, by Resolution No. 10-65 the Lake County Council pursuant to I.C. 36-1-8-4(a) extended the repayment date of the temporary loans and transfer to December 31, 2010; and

WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and insufficient tax revenues exist to repay the above temporary transfers on or before December 31, 2010.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment Date of the temporary loans and transfer approved on June 8, 2010 by Resolution No. 10-65 be extended to June 30, 2011 pursuant to I.C. 36-1-8-4(a) as follows:

\$5,500,000.00 from the Health Insurance Reserve #26514
to the County Bond Fund # 320/County Bond Redemption Fund #322,
now known as Exempt Debt Service Fund #322.

SO RESOLVED THIS 12TH DAY OF OCTOBER, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution in Support of October as Breast Cancer Awareness Month.

Franklin made a motion, seconded by Prince to approve. All voted "Yes". Motion to approve carried 7-0.

RESOLUTION NO. 10-88

RESOLUTION IN SUPPORT OF OCTOBER AS BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer affects millions of women and men and their families; and

WHEREAS, public awareness and education enhance a community's understanding of the Issues affecting those with breast cancer; and

WHEREAS, the Lake County Council supports October as Breast Cancer Awareness Month in an effort to increase public awareness and education of breast cancer.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council supports October as Breast Cancer Awareness Month in Lake County, Indiana.

SO RESOLVED THIS 12TH DAY OF OCTOBER, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution Proclaiming October as Hispanic Heritage Month

Cid made a motion, seconded by Blanchard to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 10-89

**RESOLUTION PROCLAIMING
OCTOBER AS HISPANIC HERITAGE MONTH**

WHEREAS, in 1968, under Public Law 90-498, U.S. Congress approved a week long Celebration of the Hispanic influence on politics, economy and society and 20 years later, President Regan extended the week long celebration to a month; and

WHEREAS, Hispanic Heritage Month is an opportunity to celebrate the many achievements and to recognize the contributions and traditions of Hispanics/Latino Americans; and

WHEREAS, the Lake County Council desires to proclaim October as Hispanic Heritage Month.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council declares October As Hispanic Heritage Month in Lake County.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution approving payment by Lake County of 1.5% of the Lake County Employees Contribution to the Public Employees Retirement Fund.

Prince made a motion, seconded by Blanchard to approve. All voted "Yes", except Cid, "No". Motion to approve carried 6-yes, 1-no.

RESOLUTION NO. 10-90

**RESOLUTION APPROVING PAYMENT BY LAKE COUNTY
OF 1.5% OF THE LAKE COUNTY EMPLOYEES
CONTRIBUTION TO THE PUBLIC EMPLOYEES RETIREMENT FUND**

WHEREAS, I.C. 5-10.2-2-6 provides that a Public Employees Retirement account (PERF) consisting of a retirement fund, exclusive of the annuity savings account, for Lake County employees shall be maintained for contributions made by the State, individuals, and each political subdivision in the State; and

WHEREAS, pursuant to I.C. 5-10.2-2-11 Lake County has the authority to fund the employees' contribution to their PERF account in any calendar year; and

WHEREAS, the Lake County Council desires that Lake County fund 1.5% of the Lake County employee' contribution to their PERF ACCOUNT IN 2011; AND

WHEREAS, the funding of the employees' contribution to PERF will increase net take home pay for each employee, as compared to a 1.5% salary increase which is taxable.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Lake County Council shall appropriate sufficient monies to fund the Public Employees Retirement Fund account for each Lake County employee as follows:

One and a Half (1.5%) percent beginning January 1, 2011.
2. The funding of each employees PERF contribution must be applied consistently to all PERF contributing employee.
3. Notwithstanding the above, the County funding of PERF contributions is contingent upon the availability of an operating balance in the Lake County General Fund to cover each one (1) percent payment by the County as it becomes due.
4. This Resolution rescinds and repeals all prior resolutions regarding the "Pick up" by Lake County of Lake County employees contribution to the Public Employees Retirement Fund.

SO RESOLVED THIS 12TH DAY OF OCTOBER, 2010.

THOMAS O'DONNELL, President

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

LARRY BLANCHARD
TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Opposing any NIPSCO Electric Rate Increase and Supporting Hammond Mayor Mc Dermott's Efforts in Opposing the NIPSCO Rate Increase.

Cid made a motion, seconded by Dillon to approve.

Cid said that the Good Government initiative asked that government slim their budget and do away with waste, and we've been doing that. Cid said that she thinks it is hypocritical to give an increase to NIPSCO, who is a big business, who needs to manage their dollars as well as we've been managing ours. This is not a time, with all of the people out of work, who can barely make ends meet. This is not a time for a NIPSCO hike.

Bilski said, just to add to that one of our big factors here, when we look at shutting down satellite offices is the savings we anticipate, by eliminating heating and cooling in the building, the consolidation. Those offices that stay open as these rates go up, it's definitely going to be, I don't know if they've appropriated enough money, so it's something for us to think about, in our budget cycle, and anticipation of increased rates. That's something I think the satellite offices are definitely going to have to take into consideration. There is an increase there.

Cid said we did an energy savings, and we've been saving.

Bilski added that's the sad part about it, Councilman Cid said, we moved forward, trying to do as much as we could here under energy savings, and "wham", we're socked now, and there goes our efforts.

Franklin said I agree with my colleagues. This is all about energy savings, and when I hear my colleague to my left talking about consolidating, I don't know where you think we're going to put them. I looked downstairs this morning, and there were 2 sessions of Court going on in the Cafeteria. All of the millions of dollars that we have spent in renovating this building, that is to be on the back burner, and I sincerely hope those person who have NIPSCO in court who keep tying it up until perhaps maybe they will understand that they need to back off and recognize that we're all in a recession, and they should be more amenable to the public who has supported them all of these years, while they get these big "fat" bonuses. I

remember the last time they did this, the next day' headlines were NIPSCO executives get all these bonuses. They should be more responsible, they are not good corporate citizens.

All voted "Yes". Motion to approve carried 7-0.

RESOLUTION NO. 10-91

**RESOLUTION OPPOSING ANY
NIPSCO ELECTRIC RATE INCREASE
AND SUPPORTING HAMMOND MAYOR THOMAS MC DERMOTT'S
EFFORTS IN OPPOSING THE NIPSCO RATE INCREASE**

WHEREAS, the ratepayers of Northern Indiana have long suffered from paying some of the Highest electric rates in Indiana; and

WHEREAS, when NIPSCO last requested a 20% rate hike in 2002, the members of the Indiana Utility Regulatory Commission (IURC) at that time denied such request and instead ordered a 5.5% rate credit which remains on customers bills today; and

WHEREAS, Northern Indiana Public Service Company (NIPSCO) was just awarded on August 25, 2010, at 17% residential electric rate hike by the current members of the IURC even though the State's Office of Utility Consumer Counselor submitted testimony that no increase was warranted; and

WHEREAS, the City of Hammond, at the direction and request of Mayor Thomas McDermott, Was an intervener in the regulatory proceedings and submitted evidence to the IURC indicating that NIPSCO'S ranking nationally for customer satisfaction had dropped in 2009 to last place in the nation out of 121 utilities ranked by J.D. Power & Associates; and

WHEREAS, despite the Company's already high electric rates and low customer satisfaction levels, the IURC awarded NIPSCO a 17% increase for average residential customers; and

WHEREAS, that several grounds exist in the IURC'S August 25, 2010 Order that provide a proper and appropriate basis for appeal; and

WHEREAS, NIPSCO has already indicated that it intends to apply for yet another electric rate increase this year beyond the 17% rate hike already awarded it which would put further strain on residential, commercial and industrial ratepayers in Lake County; and

WHEREAS, many Lake County residents and businesses will be facing economic strife with rising health care costs, job losses and the effects of many company bankruptcies.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council opposes NIPSCO'S plan for any electric rate increase in Lake County and supports Hammond Mayor THOMAS MC DERMOTT in his efforts in appealing the determination of the IURC to the Appellate Court of the State of Indiana.

SO RESOLVED THIS 12TH DAY OF OCTOBER, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
LARRY BLANCHARD
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Interlocal Agreement Between the Town of Winfield, Indiana and Lake County, Indiana for Providing Police Services.

Discussion

Sheriff Dominguez said that he is very pleased that this is the first Interlocal Agreement that they've been able to come with. He said that this is the first one of its kind between the Town of Winfield, County Government, and the Sheriff' Department. The Sheriff also said, it's an interim local agreement, for only 6 months. He explained that the Town is going to secure some form of insurance to protect the taxpayers from liability. That's a major step, we are all aware of liability, lawsuits, so that's progress. He said with that in mind, he would recommend, respectfully, that the Council pass the recommended proposal that is before you, which is the interim local agreement, the cooperation agreement to provide police services for the Town of Winfield, by the Lake County Sheriff' Department.

Sheriff Dominguez said that if this Council were to pass this today, upon passage today, he will restore patrol for the Town of Winfield immediately.

Franklin said to the Sheriff, I know that the Sheriff' Department patrols the southern end of her City, in Glen Park, and it is paid through a Grant. The Sheriff answered, that's correct. Franklin said I am not happy about the fact that all this time, we have been doing this, and doing it for free. The Sheriff interjected, correct.

Franklin said my community is also in a budget crunch, and I read in the newspapers that we are being asked to be fiscally responsible, and do all of these good things for the Town of Winfield. She said, but it's their own Council that voted against paying and cooperating with the County Government, and that doesn't sit too well with me because if you are asking us, the Council people to do this for you, then why couldn't you, as a Council in your own City, do what you needed to do for your City, so Franklin said I am hoping that in the event, New Chicago, or some of the other...East Chicago, or my own City gets in this kind of financial state, that somebody would come along and do the same thing for us, which is allow us not pay, for all of these years, that has not been done in Winfield. I have sympathy for the residents of that community, but that is a concern of mine.

Dillon said this has been ongoing for some time, and it's a safety issue and it's been tied to financial support. Dillon said I want to commend you Sheriff Dominguez, and your colleagues that negotiated with you, and with the Town of Winfield, as Councilwoman Franklin said, with those issues also being a concern and that you've successfully gone forward, and it's a win win for them, and for us, and as I understand, you said protection from the county can be restored immediately, with good faith payments beginning November 1st?

Sheriff Dominguez said that Agreement calls for that to take effect November 1st. I agree with both your sentiments. There are issues that remain unresolved, and difficulties that remain unresolved; however, hopefully within the next 6 months, it will be reviewed, discussed, and resolved, that is fiscally responsible for all parties, and all government, and you're right, all Cities and Towns and certainly our County, we don't need to tell you, we just reduced our budget, just in the Sheriff' Department by \$2 million dollars, just this year, and by \$2 million dollars last year. We've lost by attrition, 23 positions, but this provides for progress, it provides for discussion, it takes it off of the realm of what should we do, or what shouldn't we do, let's sit down and discuss it at the table, you the Council members, the Commissioners, with the Town of Winfield, and provide a cost analysis, so we can move forward. Protection is foremost for all of us, and I too think about the parents who go home at night, and want protection, and I want to provide that protection as well, and I'm sure that the Town Council does as well. Sheriff Dominguez said, upon passage today, when I get back to my office, I will immediately restore patrol back to the Town of Winfield.

Cid asked has Winfield Town Council approved this already? Someone answered, yes they had a Special meeting yesterday morning, and it unanimously passed.

Bilski said that under 5.1 it says when payments are going to start, but if we go retro, let's say, in this agreement, this resolution, we go back and we start it immediately today, just to cover the fact of the liability coverage, does this need to be amended, the motion amended to reflect that?

Attorney Dull said if it's amended, then you won't have an agreement.

Bilski asked, so we assume the liability until November 1st then?

Attorney Dull answered that is correct.

Bilski said he just wanted to be clear on that.

O'Donnell said, the document doesn't say, in paragraph 6.2, it doesn't say, it tells us when the first payment of \$8,300 is due, but it doesn't tell us when the second payment is due.

Attorney Dull said the first payment is due at the end of those months, and then

O'Donnell said, 6.2 says, "The Town shall pay to the County General Fund for police services in November and December 2010 the amount of \$16,668.00. One half or \$8,334.00 shall be paid prior to the first of these two months. " It doesn't talk about how

Attorney Dull said there is a paragraph in there ...O'Donnell said , no no, that's the \$100,000, but the \$16,000, we only talk about when the first payment is due, we don't talk about when the second of the \$16,000 is due.

Attorney Dull said the \$16,000 is divided by 2, \$8,000 a month. O'Donnell said, I understand that, but it says one-half shall be paid prior to the first of these 2 months, so obviously before November 1st, but it doesn't say when the second payment is due.

Attorney Dull said the first of these 2 months, if I pay one half prior to the 1st of these 2 months, I pay one-half prior to the first month which is November, and one-half prior to the second month which is December.

O'Donnell said two lawyers read it one way, and one lawyer read it different, so I understand what you are saying. Thank God for Judges.

O'Donnell said so the secretary understands that the agreement is that there will be one-half paid before the first of November, and one-half paid before the first of December.

O'Donnell said, obviously we've all read a lot in the papers about this, he applauded the Sheriff for "grabbing this by the horns", and getting this squared away. O'Donnell said it's unfortunately however, that it turned into a political issue, where one of Winfield' own Councilmen said that this was just "Lake County politics as usual", which O'Donnell said, doesn't go a long way to wanting people to have interlocal agreements because it wasn't Lake County politics as usual, it was forethought, good planning, it helped out our small neighbor to the east of here, and it got them the protection that they need, so it's unfortunate, and obviously the public didn't like what he said either apparently because there was a little bit of turmoil as a result of that.

Action

Blanchard made a motion, seconded by Dillon to approve. All voted "Yes". Motion to approve carried 7-0.

Jim Hicks, President of the Winfield Town Council thanked the Council
O'Donnell also acknowledged Attorney Bill Enslin who has been working tirelessly on this agreement, with the Sheriff.

LAKE COUNTY RESOLUTION NO. 10-92

TOWN OF WINFIELD RESOLUTION NO.

JOINT RESOLUTION APPROVING AN INTERIM INTERLOCAL COOPERATION AGREEMENT TO PROVIDE POLICE SERVICES TO THE TOWN OF WINFIELD BY THE LAKE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, I.C. 36-1-7, *et seq.*, allows political subdivisions in the State of Indiana to enter into Interlocal Agreements for law enforcement services; and

WHEREAS, the Town of Winfield (the "Town") has a duty, under I.C. 36-5-7-2 or I.C. 36-8-9-2, to provide police protection and law enforcement services to its residents; and WHEREAS, the Town currently has insufficient revenues and means to provide a Town Marshall or Police Department as required by Indiana law; and

WHEREAS, the Town desires to meet its statutory obligation to provide police protection by entering into an interim interlocal agreement with the County to provide police and law enforcement services through the Lake County Sheriffs Department; and

WHEREAS, the County will incur additional costs and expenses to provide full-time police and law enforcement services to the Town; and

WHEREAS, the Town is only presently capable of reimbursing the County for part of the additional costs related to providing law enforcement services to the Town.

WHEREAS, the Town and County need to now adopt an agreement so that each will know their fund status for 2011.

WHEREAS, the execution of an interim local agreement will put a policing mechanism in place now that will be adopted based upon experience.

WHEREAS, all parties acknowledge that the agreement should be executed prior to November 1, 2010 and go into effect on that date.

IT IS THEREFORE RESOLVED, by the Lake County Council, the Lake County Commissioners and the Winfield Town Council that the following interim interlocal agreement is hereby approved and adopted subject to the terms and conditions contained in said agreement and the requirements of I.C. 36-1-7, as follows:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LAKE COUNTY AND THE TOWN OF WINFIELD
FOR LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by the parties on the day of _____, 2010, by and between the County of Lake (hereinafter the "County"), a municipal corporation in the State of Indiana, 2293 North Main Street, Crown Point, IN 46307, and the Town of Winfield (hereinafter the "Town"), a municipal corporation in the State of Indiana, 10645 Randolph Street, Winfield, IN 46307.

WHEREAS, it is deemed in the best interests of the Town to enter into a interim contract pursuant to I.C. 36-1-7, *et seq.*, (the "Interlocal Cooperation Act") to enable the Town to provide police services to residents and businesses within its jurisdiction; and

WHEREAS, by adoption of this joint resolution the parties have respectively authorized the preparation and execution of this Agreement by and between the parties; and

WHEREAS, the Town wishes to ensure the safety and welfare for its residents by providing police protection on a twenty-four (24) hour, seven (7) day a week basis, that is economical, safe and prudent; and

WHEREAS, the Lake County Police Department (hereinafter the "LCPD") is qualified and able to provide the Town with law enforcement services in accordance with and under the terms set forth in this Agreement; and

WHEREAS, the County and Town wish to enter into this Interlocal Cooperation Agreement to provide full-time police patrols to the Town and to reimburse County taxpayers for the costs of providing said services within the Town's jurisdiction.

WHEREAS, all parties acknowledge that the agreement should be executed prior to November 1, 2010 and go into effect on that date.

NOW, THEREFORE, the County and Town, in consideration of the mutual promises and covenants set forth herein, now agree as follows:

1. PURPOSE.

1.1 The purpose of this Interlocal Agreement is to provide the Town with law enforcement services for the protection of the health, safety, and welfare of the residents and businesses within its jurisdiction.

2. SCOPE OF SERVICES.

2.1 The County agrees to provide police officers, equipment and law enforcement services to the Town on a twenty-four (24) hour, seven (7) day a week basis under the sole and exclusive direction of the Sheriff and the Chief of the LCPD.

2.2 The LCPD shall designate the Town as a special law enforcement district that will receive police services in the same manner and level as they are provided in the unincorporated areas of Lake County.

2.3 The County's duties and responsibilities with respect to patrolling the Town shall include, but not be limited to, general patrol, response to general service calls and police emergencies, criminal investigations and the enforcement of state and local traffic laws and traffic ordinances.

2.4 By way of further explanation, police services provided by the County shall include, but shall not be limited to:

2.4.1 Patrol Functions: Police patrol functions include property checks, vacant home checks, burglar/security alarm response, Fire Department and ambulance assistance, initial investigation of crimes and offenses, radar traffic enforcement, vehicular accident investigation and reporting, D.U.I. roadblock and alcohol breath testing by certified operators at the same level as provided in the unincorporated areas of Lake County and proportional to the geographic area, population and crime rate in the area.

2.4.2 Domestic Violence: All law enforcement services related to domestic violence incidents including all necessary investigative functions and/or Domestic Violence responses.

2.4.3 Investigations: Detective and investigative services at the same level as provided in the unincorporated areas of the County, including, crime scene investigation, criminal complaint intake, witness interviews, the processing of criminal charges, criminal background checks on current or prospective Town employees, forensic and fingerprinting services and evidence identification and storage of evidence.

2.4.4 Court Proceedings: Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions. For attendance at court proceedings outside of Lake County, the Town shall pay an additional charge for the officer's actual pay rate for all travel time to and from the Court proceeding.

2.5 The County shall offer off-duty police officers for "special event coverage" for Town sporting or special events on the same terms and manner said coverage is provided in unincorporated areas upon advanced agreement of the Town to compensate said officers for any off-duty services they may render to the Town for special events.

2.6 All orders, rules and regulations pertaining to the LCPD shall be those that are promulgated and enforced by the Sheriff and the Sheriffs Merit Board.

3. EXCLUDED SERVICES.

3.1 Specifically excluded from the law enforcement services provided hereunder by the County to the Town are, without limitation, services for:

- 3.1.1 School crossing guard services;
- 3.1.2 Enforcement of Town building and zoning codes;
- 3.1.3 Office of Emergency Management services or positions;
- 3.1.4 Animal control services, except for incident responses and reports of human injury or death;
and
- 3.1.5 On-site security protection at meetings of the Town Council and Town boards and commissions.

4. AUTHORITY AND REPORTING.

4.1 The Lake County Police Department shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its obligations and responsibilities under this Agreement, including all powers of enforcement of its own administrative rules, regulations and general orders that may be applicable to the services provided to the Town.

4.2 The Chief of Police and/or his/her designees shall prepare and submit a monthly summary report of police activities within the Town to the Town Council.

4.3 The Town, from time to time, may request additional statistics or information from the Chief of Police and/or appearance of the Chief or his/her designee at meetings of the Town Council to provide special reports on police or criminal activities. The Chief shall review each such request and has full discretion as to when and how to provide any such special data or reports.

5. DURATION OF AGREEMENT - TERM AND RENEWAL.

5.1 The initial term of this Agreement shall be one (1) year commencing on November 1, 2010, subject to approval of this Agreement by all parties and timely payment of all sums due. This Agreement it shall be recorded with the Lake County Recorder and filed with the State Board of Accounts within sixty (60) days after such recording.

5.2 The parties may renew or extend this agreement for additional terms for an amount mutually agreed to by the parties and under the terms, conditions and amounts negotiated for any such renewal term. The Town shall provide notice of intent to renew or extend this Agreement for any additional term by delivering written notice to the Lake County Sheriff and Lake County Commissioners not later than sixty (60) days before the expiration of the current term of the Agreement.

5.3 Either party may terminate this Agreement upon 60 days advanced written notice to the other party and any sum due the County under the Agreement for services already rendered to the Town shall be pro rated up to the effective date of termination.

5.4 Substantive revisions to this agreement and the amounts due hereunder may be made by agreement of the parties after good faith negotiations of all parties.

5.5 This Agreement is intended to express the entire agreement of the parties and may not be altered or modified in any way unless and until such modification is reduced to writing and jointly agreed upon and approved by the parties.

6. COMPENSATION.

6.1 The Department of Justice, Bureau of Justice Statistics, reports that the expenditures for operation of a Sheriffs Department in FY 2003 averaged \$124,400 per sworn police officer or \$82.00 per resident

6.2 The Town shall pay to the County General Fund for police services in November and December 2010 the amount of \$16,668.00. One half or \$8,334.00 shall be paid prior to the first of these two months. The payment of the \$100,000 for 2011 shall be made to the County on a quarterly basis in the amount of \$25,000 due prior to the end of each quarter.

6.3 This agreement may be extended under the terms, conditions and amount of payment for services that is mutually agreed to and approved by the parties. If this Agreement is

renewed or extended for any additional term, payment for all services rendered under the extended Agreement shall be paid to the County by the Town within thirty (30) days after any extension of this Agreement is approved by the parties.

6.4 Any sum due under this Agreement that is not timely paid when due, shall bear interest at the rate of 8% per annum.

6.5 In addition to the other consideration set forth in this Agreement, the Town shall be responsible for and pay the County the expenses related to travel and time expended by County police officers for court appearances at the officer's overtime rate for all county appearances outside Lake County within thirty (30) days of receipt of a voucher from the County for such services.

6.6 Based upon experience and costs incurred in the first 6 months of 2011 and each year thereafter, either party may open up the agreement for renegotiation of the fees due for the calendar year 2012 and each year thereafter. This ability to renegotiate shall continue and be in effect for every year of the agreement.

6.7 The County through the Lake County Police Department shall enforce Winfield Town Traffic Ordinances.

6.8 Monies received or available to the Town through the enforcement of Winfield Town Traffic Ordinances shall be applied first to the payment of the \$100,000 fee due and owing under the agreement. If necessary, the balance of the \$100,000 fee will be paid from property tax revenues received by the Town of Winfield.

7. SUPPLEMENTAL COMPENSATION.

7.1 In the event the United States or State of Indiana enacts legislation that mandates police services or equipment beyond the scope of the police services or equipment currently required by law, the parties

agree to negotiate in good faith any additional or supplemental compensation due the County to offset these such increased costs.

7.2 In the event that the parties cannot agree on the terms of an amendment to this Agreement to cover supplemental compensation, the County shall have the option to terminate this Agreement on 60 days notice to the Town.

7.3 If the Town requests additional law enforcement services which were clearly not contemplated by the County at the present time that result in an increase in the County's cost due to: the need to purchase additional equipment; hire additional personnel; provide additional patrols on a permanent basis and/or require the addition of a foot patrol or educational programs on a regular basis, the Town agrees to pay the County the actual cost incurred by the County in providing the additional service.

8. INDEMNIFICATION OR INSURANCE REQUIREMENTS.

8.1 The Town agrees to and shall defend, indemnify and hold the County, its elected and appointed officers, officials, employees, agents and volunteers harmless from any and all claims for injuries, damages and losses, including all attorneys' fees and expenses related to any claims or litigation arising out of or in connection with the performance of this Agreement, in any manner including, but not limited to, any and all claims for any negligent acts or omissions by the county or its elected officials and their respective agents, servants and employees, any worker's compensation claims, any

claims alleging a violation of any federal or state constitutional right or civil rights law and any and all claims related to the enforcement or failure to enforce any law including any law later found to be unlawful or unconstitutional.

8.2 It is specifically and expressly understood that the indemnification provided herein constitutes an express waiver by the Town of all immunities, protections and defenses provided under the Indiana Tort Claims Act, the Indiana Worker's Compensation Act and any other law solely for the purposes of this indemnification and that said waivers have been arrived upon after mutual negotiations by the parties to this Agreement.

8.3 In lieu of the indemnification agreement in Sections 8.2 and 8.3, the Town may elect to procure and maintain liability insurance against all claims for injuries to persons and damage to property that may arise from or in connection with this Agreement.

8.4 If the Town elects to provide such insurance coverage in lieu of the above indemnity it shall provide the County Auditor and Sheriff with a certificate of insurance and evidence of the following insurance coverages and minimum limits which shall remain in effect for all claims arising during the term of the Agreement and provide:

8.4.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.

8.4.2 Comprehensive vehicle insurance and general liability insurance in an amount not less than \$1,000,000 per occurrence.

8.4.3 Errors and omissions and/or public officials liability in an amount not less than \$1,000,000 per occurrence.

8.4.4 Name the County, including all its elected and appointed officers, officials, employees, agents and volunteers, shall be named as additional insured on the Town's general liability, errors and omissions and public officials liability insurance policies policy. This additional insured's endorsement

shall be included with evidence of insurance in the form of a Certificate of Insurance for all coverages referenced herein.

8.4.5 The Town's insurance shall be primary in the event of any loss, damage or suit arising out of the County's performance of duty under this agreement and that any insurance coverage of the County for comprehensive general liability shall be considered excess coverage in respect to the Town.

9. INDEPENDENT CONTRACTOR.

9.1 The parties agree and acknowledge that the County is acting hereunder as an independent contractor and that county employees and services provided under this agreement shall remain under the exclusive control of the Sheriff and Chief of Police, including the hiring, firing, discipline, evaluation and establishment of standards of performance for said county employees.

9.2 All County personnel rendering service hereunder shall be and are, for all purposes, employees of the County although they, may from time, to time act as commissioned officers or officials of the Town.

10. GRANTS AND FUNDING.

10.1 The County and the Town agree to cooperate, seek and share, if required by the funding entity, any and all financial benefit, grant, aid, funding, tax relief, credits and the like available from other government units or other entities, including the United States of America and the State of Indiana as a result of this shared services Agreement and the parties agree to make any written submissions and execute any documents required in connection with the foregoing.

10.2 Any and all financial benefit, grant, aid, funding, tax relief, credits and the like available to the Town for law enforcement purposes shall immediately, upon the receipt thereof by the Town, be paid to the County as additional consideration for the law enforcement services already provided under this Agreement.

11. COUNTY'S RESPONSIBILITIES.

11.1 During the term of this Agreement, the County shall be responsible for providing adequate and safe dispatching via the 911 calling system. The County will utilize the same communication center for the Town that it uses for itself.

11.2 The County shall be solely responsible for the costs and expenses associated with adequate dispatching for all police vehicles and police officers.

11.3 The County will hire and or maintain sufficient police officers to provide the law enforcement services to the Town provided herein. The County retains the right during the duration of this Agreement to increase or decrease its staffing levels as it may deem appropriate, provided that no such changes in staffing may alter any of the obligations of either party under this Agreement.

11.4 If necessary, the Town shall provide sufficient space at a mutually approved location for a radio/communications repeater site to the County for proper communications at no cost to the County.

12. TOWN'S RESPONSIBILITIES.

12.1 The Town shall provide the County a paper and digital copy of the Town's current street maps, updated periodically as necessary, and shall post and maintain all street and traffic control signs in the Town pursuant to the requirements of Indiana law.

12.2 The Winfield Clerk-Treasurer shall furnish the County with three (3) complete copies (*in both paper and digital formats*) of the Town's current Municipal Code for use in enforcing local traffic ordinances and provide all updates and supplements thereto.

12.3 The police services rendered to the Town shall be under the exclusive authority and control of the County. The Town shall not have authority to direct, instruct or discipline any member of the County Police Department. All complaints, instructions, requests and lines of communication shall be between the respective administrators or chief executive officers of the parties.

13. ADMINISTRATION - I.C. 36-1-7-3(a)(5)(A).

13.1 The general administrative services provided under the agreement shall be administered by the Sheriff and the Lake County Sheriffs Merit Board.

13.2 The President of the Winfield Town Council shall serve as a the Town's liaison to the Sheriffs Merit Board and Sheriff for all services rendered under this Agreement.

13.3 It is not contemplated or necessary to state the manner of acquiring, holding, and disposing of real and personal property since no real or personal property will be exchanged between the parties to effectuate this agreement.

13.4 Pursuant to I.C. 35-1-7-4 (a)(3), the Lake County Treasurer shall receive, disburse, and account for all monies received by the County for this joint undertaking.

13.5 Pursuant to I.C. 22-9-1-10, the parties shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to their hire, tenure, terms, conditions or privileges of employment or any

matter directly or indirectly related to employment, because of their race, religion, color, sex, disability, national origin, or ancestry.

14. NO ASSIGNMENT.

14.1 The County and the Town agree that there will be no assignment of their respective rights or obligations under this Agreement unless agreed to in writing by both parties and after proper official public action thereon.

15. MISCELLANEOUS.

15.1 This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing approved and signed by all parties hereto.

15.2 If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith any amendments to this agreement or to such other appropriate action as shall

implement and give effect to the intention of the parties as reflected herein and the provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

15.3 Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be approved and signed

By their respective officials and attested to on the day and year first above written.

APPROVED AND ADOPTED THIS _____ day of _____, 2010, by the **Winfield Town Council.**

James L. Hicks

Michael G. DeNormandie

Robert Bult

Michael J. Lambert

Paulette J. Skinner

Attest: _____
Clerk-Treasurer

APPROVED This _____ day of _____, 2010, by the **Lake County Sheriff.**

Rogelio "Roy" Dominguez
Lake County Sheriff

APPROVED AND ADOPTED this 12th day of October, 2010, by the **Lake County Council.**

Thomas O'Donnell, President

Ernie Dillon
Larry Blanchard
Elsie Franklin

Christine Cid
Ted F. Bilski
Jerome A. Prince

Attest: Peggy Katona,
Auditor

APPROVED this _____ day of _____, 2010, by the **Lake County Commissioners.**

Frances DuPey, President

Gerry J. Scheub, Commissioner

Roosevelt Allen, Jr. Commissioner

Attest: _____
Peggy Katona, Auditor

In the Matter of Interlocal Agreement Between the Town of Cedar Lake, Indiana and Lake County, Indiana for Construction Inspection Services.

Ned from the Plan Commission Office explained that this is an agreement between Cedar Lake, and the County to conduct building inspections on behalf of the Town of Cedar Lake. They are working out the logistics of the rest of the agreement now, and if the Council approves this, then we will continue to do that. Ned also said they have this before the Board of Commissioners later this month.

Attorney Austgen explained this matter said they would request the Council' consideration for approval of this.

Bilski asked Attorney Szarmach if he sees any major issues with this?

Attorney Szarmach answered, nothing major, and you can always do an addendum to this, by both parties if you want to change something.

Bilski made a motion, seconded by Prince to approve. All voted "Yes". Motion to approve carried 7-0.

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
CEDAR LAKE, INDIANA AND LAKE COUNTY, INDIANA FOR CONSTRUCTION
INSPECTION SERVICES**

This **JOINT INTERLOCAL COOPERATION AGREEMENT** (hereinafter referred to as this "Agreement") is made and entered into this _____ day of _____, 2010, in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF CEDAR LAKE, Lake County, Indiana, a Municipal Corporation, by its Town Council (hereinafter referred to as "CEDAR LAKE"), and LAKE COUNTY, INDIANA, a unit of local government, by its Board of County Commissioners (hereinafter referred to as "COUNTY"); each a political subdivision and unit organized and operating under the laws of the State of Indiana.

RECITALS

WHEREAS, CEDAR LAKE is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of CEDAR LAKE;

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

WHEREAS, CEDAR LAKE and COUNTY have each been advised that the provisions of the Interlocal Cooperation Act, Indiana Code §36-1-7-1, *et seq.*, (hereinafter referred to 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;

WHEREAS, CEDAR LAKE seeks to use the inspection services of the Lake County Building and Planning Department from time to time for special projects that require special expertise;

WHEREAS, COUNTY has the resources and personnel with the necessary expertise to perform the inspection services required by CEDAR LAKE;

WHEREAS, CEDAR LAKE 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, to allow the COUNTY Building and Planning Department to perform inspection services requested by CEDAR LAKE for the mutual benefit of the participating governmental units; and

WHEREAS, CEDAR LAKE and COUNTY have determined that entry into a joint interlocal Corporation agreement to allow the COUNTY Building and Planning Department to perform Inspection services requested by CEDAR LAKE is in the best interests of the residents of CEDAR LAKE 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 the Act, as amended from time to time.

COVENANTS

NOW, THEREFORE, CEDAR LAKE 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.

Provided that this Agreement is adopted by appropriate enabling resolutions by CEDAR LAKE and COUNTY, the duration of this Agreement shall be for a period of four (4) years from the execution date of this Agreement unless earlier terminated by either party with thirty (30) days written notice to the other party.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of CEDAR LAKE and COUNTY concerning the inspection services to be provided by COUNTY to CEDAR LAKE.

SECTION 3: FINANCING AND STAFFING.

CEDAR LAKE shall pay to COUNTY normal and actual costs for the inspection services requested by CEDAR LAKE and performed by the COUNTY Building and Planning Department employees. COUNTY shall supply all staffing required for the CEDAR LAKE requested inspection services.

SECTION 4: ADMINISTRATION AND RESPONSIBILITIES.

- A. This Agreement shall be administered through the Town Administrator of CEDAR LAKE and the Executive Director of the Building and Planning Department of COUNTY.
- B. CEDAR LAKE shall contact the COUNTY to perform inspection services on behalf of CEDAR LAKE. COUNTY shall bill CEDAR LAKE for the inspection services performed upon approval and processing in accordance with applicable law.

SECTION 5: 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 6: AMENDMENTS.

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

SECTION 7: FORCE MAJEURE.

Except as otherwise provided in this Agreement, CEDAR LAKE 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 CEDAR LAKE and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 8: 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:

CEDAR LAKE

Town of Cedar Lake 10 E Joliet Street
Cedar Lake, IN 46375

Attn: Town Council President
Town Clerk-Treasurer, &
Town Attorney

COUNTY

Lake County Board of Commissioners
2293 N. Main Street

3rd Floor, Building "A"
Crown Point, IN 46307

Attn: Board of County Commissioners
& Attorney to the Board of County
Commissioners

SECTION 9: CAPTIONS.

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

SECTION 10: 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 11: 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 12: MATERIAL DISPUTE.

The parties agree that CEDAR LAKE 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 13: COUNTERPARTS.

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

SECTION 14. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. 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 15: PUBLIC ACTION.

It is expressly acknowledged and stated that this Agreement is executed and entered into by CEDAR LAKE and COUNTY after action by each entity at a duly advertised Public Meeting of the following:

- A. Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the day of _____, 2010, by a vote of _____ in favor and _____ against, and whereby the Town Council President, and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.
- B. Board of County Commissioners, Lake County, Indiana, as duly elected executive of a Unit of Local Government, on the _____ day of _____, 2010, by a vote of _____ in favor and _____ against, and whereby the Members of the Board were directed to execute same and deliver the Agreement herein.
- C. The Lake County Council, Lake County, Indiana, as the duly elected fiscal body of a Unit of Local government, on the _____ day of _____, 2010, by a vote of _____ in favor and _____ against, approved this Agreement and ratified the Board of County Commissioners entry into this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2010.

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,
a MUNICIPAL CORPORATION**

By:
Dennis Wilkening,
Town Council President

Attest:
Amy J. Sund, I.A.M.C., C.M.C, Clerk-Treasurer

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2010.

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

By:
Roosevelt Allen, Jr., County Commissioner, 1st District

By:
Gerry Scheub, County Commissioner, 2nd District

By:
Frances, DuPey, County Commissioner, 3rd District

**COUNTY OF LAKE, INDIANA
COUNTY COUNCIL
RESOLUTION NO. 10-93**

A RESOLUTION APPROVING THE BOARD OF COMMISSIONERS ENTRY INTO A JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF CEDAR LAKE, INDIANA, AND LAKE COUNTY, INDIANA, FOR CONSTRUCTION INSPECTION SERVICES, AND ALL MATTERS RELATED THERETO.

WHEREAS, Lake County, Indiana ("COUNTY"), by its Board of Commissioners has approved and entered into a Joint Interlocal Cooperation Agreement with the Town of Cedar Lake, Lake County, Indiana ("CEDAR LAKE"), to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE;

WHEREAS, the County Council of COUNTY has been advised that the provisions of Indiana 36-1-7-1 *et seq.*, as amended from time to time, permit local governmental units and public 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 that the Board of Commissioners may enter into interlocal cooperation agreements with the approval of the County Council, as the fiscal body of COUNTY;

WHEREAS, COUNTY is a political subdivision empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purposes stated herein; and

WHEREAS, the County Council of COUNTY has determined that approval of the Board of Commissioners entry into a joint interlocal cooperation agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE, is in the best interests of the residents of Lake County, and therefore, has determined that it is advisable to approve the Board of Commissioners entry into such a joint agreement pursuant to applicable provisions of State Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA:

SECTION ONE: That the County Council of COUNTY hereby approves and ratifies the Board of Commissioners entry into a Joint Interlocal Cooperation Agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE.

SECTION TWO: That this Resolution shall take effect and be in full force and effect from and after its passage by the County Council, Lake County, Indiana.

ALL OF WHICH IS PASSED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2010, BY THE COUNCIL OF LAKE COUNTY, INDIANA.

**LAKE COUNTY, INDIANA,
COUNTY COUNCIL**

**CHRISTINE CID
ELSIE FRANKLIN
ERNE DILLON
JEROME PRINCE**

**TED BILSKI
THOMAS O'DONNELL
LARRY BLANCHARD**

In the Matter of Ordinance Prohibiting the Purchase, Possession, Sale and Offering for Sale of Substances containing synthetic Cannabinoid, sometimes known as "SPICE" OR "K2" and providing Penalties for Violations.

Cid made a motion, seconded by Franklin to approve on First Reading. All voted "Yes". Motion to approve on First Reading carried 7-0.

Cid made a motion, seconded by Franklin to Suspend Rules. All voted "Yes". Motion to Suspend Rules carried 7-0.

Cid made a motion, seconded by Prince to approve on Second Reading.

O'Donnell said that he thinks this is a great indication of cooperation between State and Local Government. The State has asked us to intercede, they can't move quickly enough to get a statue in place banning the sale of these items. Local municipalities and County Government' now are banning together to do it in there place. O'Donnell said I am sure there will be a statute about this next year, but this again is great cooperation. We've received correspondence from Shelli Vandenberg, our State Rep, here in Crown Point, asking us to do this. O'Donnell said he appreciates everyone voting as they have on this.

Dillon asked will this County Ordinance supercede Cities and Towns, or do they have to act individually?

Attorney Szarmach answered, they are enacting their own ordinances, but this will cover the County.

All voted "Yes". Motion to approve on Second Reading carried 7-0.

An employee of the Drug Free Alliance thanked the Council for approving this ordinance. She explained that different Towns within the state of Indiana have already passed the Resolution banning the Spice. She said that they have gone out to the Southlake Mall, during the Summer months, and there were two

stores in the Southlake Mall that were selling this K-2 Spice, and that's why they investigated what other Counties had passed this. She said they were not asking for identification, they were just selling it.

Franklin said they are also selling this in gas stations, and asked if they are caught selling this, will they go to jail? The answer is no.

She said she wants to know the repercussions, because they are sitting around here, in these stores selling these pipes, and drug paraphernalia to our children, and the fine doesn't mean anything to them.

O'Donnell said there is a \$2,500 dollars fine, and he is sure that the State will impose criminal penalties. This is an ordinance violation. It's a stop-gap measure for us to be able to have an enforcement arm, where a gas station can only get hit with so many \$2,500 dollars fines before they are out of business.

Blanchard said he just wanted to reiterate that this is unincorporated only, we need the cooperation of every City and Town in Lake County for this to have any kind of effect, in the County of Lake.

He asked the employees of the Drug Free Alliance, have you reached out to any other Cities and Towns? They answered, yes.

Sheriff Dominguez said, once this is passes, they will send this out to all of the Cities and Towns so that they will have a document that says, this is what the County passed, and hopefully they can adopt the same one in their own community.

Bilski asked, how do we get word to the merchants to let them know, and how much time do we give them to get this product off their shelf, and returned to their purchaser, or is that individual merchant now to return inventory, do they purchase this before we write a ticket, how much grace period is there?

Bilski said these merchants that have shelved this product, they have it in their store room, for clarification I just wanted to know how much they have to return this.

O'Donnell said he would think there would be some discretion exercised by the Sheriff' Department.

The Sheriff said they should remove it right now, I think we should give them about a week or two to say remove it.

Bilski said and it has to be removed out of this County, out of unincorporated County, because possession in your store room, is considered possession at this point. I just would like to know how we are going to get this out to these merchants, there could be a good merchant out there, and just for protection to the small businessman, to make sure that he gets his opportunity to return that product, or destroy it.

Attorney Szarmach stated that any Ordinance that you pass that has a penalty, such as this has to be published before it's effective, two consecutive weeks. Once a week, so it's 14 days before it becomes effective.

ORDINANCE NO. 2010- 1328A

AN ORDINANCE PROHIBITING THE PURCHASE, POSSESSION, SALE AND OFFERING FOR SALE OF SUBSTANCES CONTAINING SYNTHETIC CANNABINOID, SOMETIMES KNOWN AS "SPICE" OR "K2" AND PROVIDING PENALTIES FOR VIOLATIONS

WHEREAS, The County Council for the County of Lake, Indiana (Council) has been made aware that substances containing synthetic cannabinoids, sometimes known as "spice" or "K2" ("Products") have been marketed, sold, and offered for sale within the County of Lake; and

WHEREAS, the citizens of Lake County and various elected and law enforcement officials have noted an increased use of such Products, especially by minors, currently marketed and sold under the name of "K2", "Spice" and other names; and

WHEREAS, I.C. 36-2-4-8 provides that the County Council may enact Ordinances to promote and protect the safety, health and welfare of its citizenry; and

WHEREAS, the Products containing synthetic cannabinoids have not been tested by the Food And Drug Administration (U.S. Department of Agriculture) or other governmental agency for human consumption and may contain chemicals detrimental to the health and welfare of those who may ingest them; and

WHEREAS, medical studies and treatises note deleterious health risks and adverse effects associated with synthetic cannabinoids and the Products; and

WHEREAS, several states and municipalities throughout the United States have banned the Products and synthetic cannabinoids as a danger to public health and welfare; and

WHEREAS, the smoke emanating from the burning or incineration of the Products may cause adverse effects on bystanders or those in the vicinity of such activity; and

WHEREAS, the County Council believes it is in the best interests of its citizens to prohibit the sale, marketing, or offering for sale of the Products within Lake County, Indiana, to protect the health, safety and welfare of the citizens and children of Lake County, Indiana.

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

- (A) It is hereby declared to be unlawful for any individual or business to use, possess, purchase, attempt to purchase, sell, publicly display for sale or attempt to sell, give, or barter any one or more of the substances containing synthetic cannabinoids ("Products"), sometimes known as "spice" or "K2", within the boundaries of Lake County, Indiana.
- (B) Products containing synthetic cannabinoids ("Products") may not be burned, incinerated or ignited in any public place or on any property owned, leased or controlled by Lake County, Indiana.
- (C) If any of the products are found in the possession of any individual or business, they may be confiscated and destroyed by law enforcement officials.
- (D) It is not an offense if the individual or business was acting at the direction of an authorized law enforcement agent to enforce or ensure compliance with this ordinance prohibiting the aforementioned substance.
- (E) This Ordinance does not apply to any individual or business who commits any act described in this Ordinance pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act. This Ordinance likewise does not apply to the inhalation of anesthesia for a medical purpose or dental purpose.
- (F) Any individual or business found to be selling, publicly display for sale or attempting to sell, give, or barter any Products shall be considered to have violated this Ordinance and will be subject to a civil fine of \$2,500.00. Any individual or business found purchasing or possessing any substance listed in section (A) shall be considered to have violated this Ordinance and will be subject to a civil fine of \$1,000.00. A second conviction under this Ordinance shall result in the business license being revoked, in addition to civil fines. Any person or entity found in violation of this Ordinance shall be responsible for payment of reasonable costs and attorneys fees associated with the enforcement of this Ordinance.
- (G) The County Attorney, shall have the authority to seek an injunction to prevent the selling or offering to sell in violation of this Ordinance by any business which refuses or fails to comply with this Ordinance.

(H) This Ordinance shall remain in effect until such time as a section of the Indiana Code addressing these or similar substances becomes effective at which time this Ordinance shall automatically be revoked. All violations occurring prior to the date of revocation shall be subject to the penalties herein regardless whether legal proceedings related thereto have been filed or concluded prior to the date of revocation.

(I) Any term defined in this ordinance by reference to a state statute shall have the same meaning whenever used in this ordinance unless clearly inapplicable by the context in which it is used. Any reference to a state statute shall mean the statute as amended from time to time, or any similar statutory provision that may supersede it relating to the same or similar subject matter.

(J) Should any section, paragraph, sentence, clause or any other portion of this ordinance be declared by a Court of competent jurisdiction to be invalid for any reason, the remaining provisions shall not be effected, if and only if, such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

(K) This ordinance shall be in full force and effect upon adoption and compliance with Indiana Code 36-4-6-14, including publication as required by Law.

Adopted by the Lake County Council this 12th day of October, 2010.

THOMAS O'DONNELL, President

CHRISTINE CID
ELSIE FRANKLIN
TED F. BILSKI

ERNIE DILLON
LARRY BLANCHARD
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Plan Commission Ordinances # 2320, 2321, 2322, 2323 and 2324.

Blanchard made a motion, seconded by Prince to approve Plan Commission Ordinance # 2320. Blanchard said it's a Special Exception and received a favorable recommendation with a vote of 5-0 He said the Owner/Petitioner is Richard & Mary Otterman.

The Otterman' were present, along with their Attorney asking that the Council approve this. There were no remonstrators present who were against. All voted "Yes". Motion to approve Plan Commission Ordinance carried 7-0.

**ORDINANCE #2320
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a SPECIAL EXCEPTION. (Board of Zoning Appeals recommended favorably 09/15/10).

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

SPECIAL EXCEPTION – RICHARD & MARY OTTERMAN, Owners and Petitioners to allow an advertising device in an A-1 (Agricultural Zone) on the following described property:

General Location: Located approximately 2/10 of a mile south of 153rd Avenue on the northeast side of South Grove Road, a/k/a 15428 South Grove Road in Eagle Creek Township.

MEMBERS OF THE LAKE COUNTY COUNCIL

THOMAS O'DONNELL, PRESIDENT

ELSIE FRANKLIN
CHRISTINE CID
JEROME A. PRINCE

TED BILSKI
LARRY BLANCHARD
ERNIE DILLON

Blanchard made a motion, seconded by Prince to approve Plan Commission Ordinance # 2322. Attorney David Austgen was present on behalf of Lake Hills Baptist Church and asking to Council to approve.

There were no remonstrators present who were against.

All voted "Yes". Motion to approve Plan Commission Ordinance # 2322 carried 7-0.

**ORDINANCE #2322
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a SPECIAL EXCEPTION. (Board of Zoning Appeals recommended favorably 09/15/10).

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

REVISION OF A SPECIAL EXCEPTION – LAKE HILLS BAPTIST CHURCH, Owner/ Petitioner to allow for an accessory building and expand a church property under an existing Special Exception development plan on the following described property:

General Location: Located approximately 2/10 of a mile east of Parrish Avenue on the south side of 85th Avenue, a/k/a 9209 W. 85th Avenue in St. John Township.

Legal:

Parcel 1: Part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North, Range 9 West of the 2nd Principal Meridian, Described as Commencing at a point 200.04 Feet West of the Northeast Corner of said Quarter Section; Thence Running South 661.30 Feet More or less to South Line of North Half of the northwest Quarter of the Northwest Quarter and to a point 199.95 feet West of East Line of Quarter Section; Thence West 66.65 Feet; Thence North, 661.30 Feet More or less to North Line of Said Quarter Section; Thence East 66.68 Feet to Place of Beginning, in Lake County, Indiana.

Parcel 2: That part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, Described as Follows: To-Wit: Beginning at Northeast Corner Thereof; Thence West 266.72 Feet to Place of Beginning; Thence South 661.30 Feet More of Less to the South Line of North Half of the Northwest Quarter of the Northwest Quarter to a point 266.60 feet West of the East line of the Northwest Quarter of the Northwest Quarter of said Section; Thence West 66.65 feet; Thence North 661.30 Feet More or Less to the North line of the Northwest Quarter of the Northwest Quarter; Thence East 66.68 Feet to a place of beginning, in Lake County, Indiana.

Parcel 3: That part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana Described as follows: Beginning at the Northeast Corner thereof, thence South 661.83 feet more or less, to the South line of the north half of the northwest Quarter of the Northwest Quarter; thence West 199.95 feet; thence North 661.30 feet, more or less to the north line of the Northwest Quarter of the Northwest Quarter; thence East 200.04 feet to the place of beginning.

Parcel 4: The East 396 feet of the North half of the South half of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana.

O'Donnell said that for the budget year 2011 it's abolished, but would defer to Attorney Szarmach for a legal opinion on using the rest of the funds this year.

Franklin said that she spoke to Attorney Szarmach, who indicated that the only thing that was holding them up was the President signing off on the purchase orders.

Mr. Permeske said that he thought that Arc Bridges was on the agenda today.

O'Donnell said they are on the agenda tomorrow at 1:00 P.M. It's part of our budget stuff, and O'Donnell said that asked if they could get notice to one of the Commissioners because it is in the Commissioner' budget, and the cut is coming from the Commissioner' budget.

Wayne Weitbrock, a citizen from Lowell, IN. made comments as well.

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

President, Lake County Council

ATTEST:

Peggy Holinga Katona,
Lake County Auditor

