TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION NO .: <u>M-07</u>-01 # 14-07-01

A RESOLUTION AUTHORIZING AND APPROVING ENTRY INTO A JOINT INTERLOCAL AGREEMENT FOR THE OPERATION OF A SINGLE PUBLIC SAFETY ANSWERING POINT (PSAP), AND ALL MATTERS THERETO.

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana (hereinafter the "Town Council"), has been informed and advised that the Town of St. John is a Municipal Corporation authorized by the terms and provisions of Indiana Code § 36-1-7, et seq., as amended from time to time, to enter into Agreements with participating governmental units so as to provide better public services and facilities to the residents of the Town; and

WHEREAS, the Town Council has been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also units and entities empowered and authorized by the terms and provisions of Indiana Code § 36-1-7, et. seq., as amended from time to time, to enter into Agreements with other local governmental units for the purpose of better providing public services and facilities for the mutual benefit of the participating governmental units; and

WHEREAS, the Town Council has been further informed and advised that the Indiana Legislature has mandated consolidation of Public Safety Answering Points (hereinafter, "PSAPs"), pursuant to the provisions of Indiana Code § 36-8-16.7-47, to no more than two (2) PSAPs per county, unless an exception under the Indiana Code applies; and

WHEREAS, the Town Council, having reviewed the applicable provisions of Indiana Code § 36-8-16.7-47 concerning mandating consolidation of PSAPs, now seeks to enter into a Joint Interlocal Cooperation Agreement based upon the provisions and requirements of Indiana Code § 36-1-7, et. seq., as amended from time to time, with other municipalities and units of local government located in Lake County, Indiana, for compliance with current applicable law regarding consolidated PSAP facilities, in order to comply with applicable law, and for the mutual benefit of each of the participating municipalities and units of local government, at shared costs; and

WHEREAS, the Town Council has determined that entry into a Joint Interlocal Cooperation Agreement with other participating municipalities and units of local government in Lake County, Indiana, for the purposes of operating a single PSAP facility in compliance with applicable law and for the mutual benefit of each of the participating municipalities and units of local government, at shared costs, is in the best interest of the residents of the Town, and therefore, the Town Council has determined it advisable to enter into such Joint Interlocal Cooperation Agreement pursuant to the applicable provisions of State law.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Council of the Town of St. John, Lake County, Indiana, shall take all appropriate and legal measures to enter into a Joint Interlocal Cooperation Agreement with other participating municipalities and units of local government in Lake County, Indiana, for the operation of a single Public Safety Answering Point (PSAP) for the provision of consolidated dispatch in compliance with current applicable State law mandating such consolidation compliance, all for the mutual benefit of the participating municipalities and units of local government, at shared costs.

SECTION TWO: That the Town Council President is hereby authorized and permitted to enter into a Joint Interlocal Cooperation Agreement for the purpose of participatory membership by the Town of St. John in the operation of a single Public Safety Answering Point (PSAP) for the mutual benefit of F:\DATA\St. John\0372\Resolution\PSAP2 Interlocal Resolution.docx

the Town of St. John and other participating municipalities and units of local government in Lake County, Indiana, at shared costs, pursuant to the applicable provisions of Indiana Code § 36-1-7, et. seq., as amended from time to time, and pursuant to the terms and provisions set forth in said Interlocal Agreement for the operation of single Public Safety Answering Point (PSAP); further, the Town Clerk-Treasurer-is hereby authorized to attest the execution of such Interlocal Agreement by the Town Council-President.

SECTION THREE: That a copy of the Joint Interlocal Cooperation Agreement between the Town of St. John and other participating municipalities and units of local government in Lake County, Indiana, for the operation of a single Public Safety Answering Point (PSAP) shall be attached to this Resolution, and incorporated herein by reference.

SECTION FOUR: That the Town Clerk-Treasurer shall take all actions necessary and required under the provisions of Indiana Code § 36-1-7, et. seq., as amended from time to time, pertaining to recordation and filing of said Resolution with attached INTERLOCAL AGREEMENT FOR THE OPERATION OF A SINGLE PUBLIC SAFETY ANSWERING POINT, upon full execution by duly authorized Officials of each of the participating units of local government upon approval authorization of same by each such unit; further, that the Town Clerk-Treasurer shall report on said recordation and filing upon completion of same.

SECTION FIVE: That this Resolution shall take effect, and be in full force and effect, form and after its passage and approval by the Town Council of the Town of St. John, Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS *Model* DAY OF JULY, 2014, BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA TOWN COUNCIL

lichael S. Forbes, President

Larry Bustamante, Vice President

Kenneth P. Gembala, Member

Mark Barenie, Member

Sherry F. Sury, IAMC, CMC Clerk-Treasurer

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INTERLOCAL AGREEMENT FOR THE OPERATION OF A SINGLE <u>PUBLIC SAFETY ANSWERING POINT</u>

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WHEREAS, the aforementioned participating Units each currently have individual and separate PSAPs within their jurisdictions; and

WHEREAS, the Indiana Legislature has mandated consolidation of PSAPs pursuant to the provisions of Indiana Code § 36-8-16.7-47 to no more than two (2) PSAPs per county sinless an exception under the Statute is applicable; and

WHEREAS, the participating Units have determined that it is in the best Herests for the safety and welfare of the citizens and taxpayers of the participating Units under their jurisdictional authority, to enter into this Agreement in order comply with the Horementioned Indiana statute governing 9-1-1 PSAP consolidation.

NOW, THEREFORE, the participating Units do hereby agree as follows:

Section 1. Duration.

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- 1.1 This Agreement shall remain in full force and effect until Indiana Code § 36-8-16.7, *et seq.*, is either modified or repealed by the Indiana General Assembly, whereby the terms and requirements for consolidated PSAPs are no longer mandated.
- 1.2 If Indiana Code § 36-8-16.7, *et seq.*, is amended or modified to no longer require 9-1-1 PSAP consolidation, the Agreement may be terminated in accordance with <u>Section 12</u> of this Agreement.
- 1.3 For purposes of due diligence review, analysis and assessment, and in the time period of entry into this Agreement to and including July 31, 2014, a Participating Unit may, at its determination, terminate this Agreement without penalty, payment or any further responsibility or obligations hereunder. Thereafter, a participating Unit shall be permitted to terminate this Agreement and the participation of said participating Unit hereunder at any time provided said participating Unit complies with the provisions of <u>Section 12</u> hereinafter for termination.

Section 2. Purpose.

2.1 The purpose of the Agreement is to bring the participating Units into compliance with Indiana Code § 36-8-16.7 *et seq.*, requiring that each PSAP operator, in a county that

contains more than the number of PSAP's authorized by Indiana Code § 36-8-16.7-47(c), shall enter into an interlocal agreement under Indiana Code § 36-1-7 with every other PSAP operator in the county to ensure that the county does not contain more than the number of PSAP's authorized by Indiana Code § 36-8-16.7-47(c), after December 31, 2014.

2.2 Further, the Agreement creates a consolidated PSAP for the purposes of receiving 9-1-1 calls, receiving other requests for public safety services and dispatching emergency services for police and fire agencies, as well as emergency medical services of the participating Units, so as to provide for efficient 9-1-1 dispatching services to the participating Units, and effectuate economic savings and benefits for efficient services among the same.

Section 3. Plan for Consolidation.

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- 3.1 Not later than December 31, 2014, the participating Units shall consolidate individual PSAPs within each participating Unit's jurisdictional limits and have only one (1) PSAP servicing the 9-1-1 dispatch needs of the same. The PSAP will provide emergency fire, police, and medical dispatch services to the participating Units.
- 3.2 The primary PSAP shall be located at the St. John, Lake County, Indiana Public Safety Facility. The back-up PSAP shall be located at the Crown Point, Lake County, Indiana, County 911 Dispatch Facility.
- 3.3 Consolidation shall proceed as follows. The Executive Board, upon recommendation by the Director and the Operations Board, shall determine the process and the exact sequence that each participating Unit shall be consolidated to effectuate the purpose of this Agreement described in <u>Section 2</u> of the Agreement. The PSAPs created by the terms of this Agreement shall act as the Primary and Back-Up sites for 9-1-1 dispatch service.
- 3.4 <u>General Description</u>:

The Primary PSAP shall contain a suitable number of positions/terminalswith the capability of handling all calls as identified in Section 2.2 of the Agreement. The details of the PSAP Facility, Equipment and personnel shall be assessed and determined by the Director and Executive Board with recommendation of the Operations Board. The equipment shall be compatible to the extent that interoperability is achieved; with the second PSAP anticipated to be in Lake County located at 2293 North Main Street, Crown Point, Indiana 46307. The PSAP is capable of providing service to the current call volume of the Participating Unites hereto annually and the expected increase in call volume for said Participating Units hereto.

Staffing, Wages and Benefits:

Personnel shall consist of one (1) full-time Director, and a suitable number of full and part-time dispatchers. The details of the staffing needs and requirements shall be assessed and determined by the Director and Executive Board with recommendation of the Operations Board. The Director shall be a full-time exempt employee and compensated at an annual salary of \$65,000.00 - \$70,000.00; Full-Time Dispatchers (non-exempt) at \$20.00/hour to \$22.00/hour, and Part-Time Dispatchers at \$18.00/hour. All employee benefits, including but not limited to; health insurance, vacation time, sick time, personal days, holidays, etc. will be established by the Operations Board, with the advice and consent of the Executive Board.

Operating and Capital Budgets:

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The Operating Budget is estimated at Eight Hundred Thousand Dollars (\$800,000.00) and the Capital Budget is estimated in the range of \$850,000.00 to \$2,700,000.00. The Budgets <u>only</u> apply to the physical PSAP locations and radio frequency improvements that may be required. The details of the establishment of Operating and Capital Budgets shall be assessed and determined by the Director and Executive Board. Each individual community that is party to this Agreement shall be responsible for the purchase of all portable radios, including vehicle radios and equipment; this cost will be in addition to the Capital Costs to be expended.

Section 4. Creation of Joint Executive Board.

- 4.1 A Joint Executive Board (hereinafter, "Executive Board") shall be established pursuant to the provisions of Indiana Code § 36-1-7-3(5)(B) to oversee and administer the Agreement.
- 4.2 The Executive Board shall consist of either an elected Official from each participating Unit or an Official designated by the participating Unit's legislative body. Said Members of the Executive Board may designate a proxy from the same Unit to attend a Board Meeting from time to time on behalf of the absent Member.

Section 5. Powers of the Joint Executive Board.

- 5.1 The Executive Board shall, with the majority approval of all its Members:
 - A. Accept or deny any recommendation made by either the Director, appointed under this Section, or the Operations Board;
 - B. Oversee the operations of the consolidated PSAPs created by the terms of this Agreement;
 - C. Adopt and amend the rules, procedures, and bylaws for the operation of the Executive Board;

- D. Issue debt to effectuate the purposes of this Agreement as specified in <u>Section 2</u> and throughout this Agreement;
- E. Establish and amend the annual Operating Budget associated with consolidation per the terms of the Agreement and upon the recommendation of the Operations Board;
- F. Appoint Officers to serve on the Executive Board including, but not limited to, Executive Board Treasurer;
- G. Appoint a Director who shall serve at the Operations Board's pleasure and shall work under the policy guidance of the Operations Board; and to terminate the Director's employment at any time with or without cause.
- 5.2 The Executive Board shall have at least one (1) meeting during each fiscal year that this Agreement remains in effect to exercise the powers enumerated in <u>Section 5.1</u> of the Agreement. The Executive Board may meet more if requested by a member of the Executive Board. Notice to the public of the annual meetings shall be provided pursuant to the provisions of within Indiana Code § 5-14-1.5, *et seq.* Special meetings of the Executive Board may be called by: (a) the Executive Director; or (b) at the request of any member of the Executive Board. Notice of Special Meetings must be served either by facsimile, First Class Mail or electronic mail (read and delivery receipt requested) upon each member of the Executive Board no later than forty-eight (48) hours before the proposed meeting pursuant to Indiana Code § 5-14-1.5, *et seq.*

Section 6. Creation of Operations Board.

- 6.1 An Operations Board is hereby established. The Operations Board shall consist of the following Members:
 - A. Chief of the Police Department of each participating Unit; and
 - B. Chief of the Fire Department of each participating Unit.
- 6.2 The Operations Board shall have the authority to effectuate any and all actions determined by it to be necessary to carrying out the purposes of the Agreement as stated in <u>Section 2</u> and throughout the Agreement. Said Operations Board Members may designate a proxy from the same Unit to attend a Board Meeting from time to time on behalf of the absent Member.

Section 7. Powers of Operations Board.

- 7.1 The Operations Board shall, with the majority approval of all its Members:
 - A. Recommend to the Executive Board the individual who may serve as Director of the same;

- B. Authorize the employment any and all individuals determined to be necessary by the Executive Board to further the effective and efficient operation of the PSAP created by this Agreement, within the operating budget established by the Executive Board including, but not limited to, professional services such as legal and accounting consultation;
- C. Discipline and/or discharge employees hired under the terms of this Agreement pursuant to the policies and procedures codified within applicable State law, under the supervision of the Director;
- D. Enter into contracts for and employ the professional services, such as, but not limited to, accounting and legal assistance to effectuate the purposes as specified under <u>Section 2</u> and throughout this Agreement;
- E. Purchase items to be used to effectuate the consolidated 9-1-1 dispatch PSAP services described throughout the Agreement, which total less than Twenty-Five Thousand (\$25,000.00) Dollars, without the prior approval of the Executive Board;
- F. Condemn, appropriate, lease, rent, purchase and hold any real or personal property needed or considered useful in connection with facilities and equipment used to effectuate the consolidation and day to day activities established under the Agreement;
- G. Acquire real or personal property by gift, devise, or bequest, and hold, use, or dispose of that property for purposes as specified under <u>Section 2</u>, and throughout this Agreement;
- H. Make and enter into all contracts and agreements necessary or incidental to accomplishing the purposes of this Agreement as specified under <u>Section 2</u>, and throughout the Agreement;
- I. Finance, purchase, acquire, lease, erect, install, construct, equip, upgrade, operate and maintain facilities and equipment to effectuate the consolidation and day to day activities established under the Agreement;
- J. To establish and amend the policies and procedures to be followed by the Operations Board to effectuate the purposes of the Agreement as specified under <u>Section 2</u>, and throughout this Agreement; and
- K. Act in any other way that is necessary to effectuate the purposes of the Agreement as specified under <u>Section 2</u>, and throughout Agreement.
- 7.2 The Operations Board shall have at least one (1) meeting per month at a date and time to be a mutually agreed upon by the Members of the Operations Board.

Section 8. Capital Funding of Consolidated PSAP.

- 8.1 The Operations Board shall adopt a Capital Funding Budget plan for the start-up costs associated with consolidation. The capital budget will be made, and determined to be appropriate for lawful operation, by the participating Units. The agreed estimated Capital Funding Budget plan agreed to by the participating Units is described to be in the estimated range of \$850,000.00 to \$2,700,000.00. These amounts are estimates only, and will be the subject of review, analysis, and final calculation upon completion of all due diligence assessment and review by the participatory Units hereto.
- 8.2 All values are estimates as there have been no capital improvement contracts entered into by and between the participating Units, and no contracts may be executed until all participating Units have executed this Agreement whereby the authority to contract is granted to the Executive Board created by this Agreement. However, upon execution of the Agreement by the participating Units, the values will be reviewed, updated, and clarified to reflect the capital funding budget as agreed upon by the participating Units.
- 8.3 Capital improvement costs shall be paid by the participating Units from either public safety LOIT amounts received by the participating Units from Lake County or from each participating Unit's General Fund revenues or other funding source each participating Unit deems appropriate for such purpose.
- 8.4 It is the intent of this plan to standardize the Motorola equipment authorized under the State of Indiana Quantity Purchasing Agreement, and to attain interoperability with other PSAPs in Lake County, Indiana.

Section 9. Operations Budget Plan.

- 9.1 The Executive Board shall adopt, for each fiscal year, an Operations Budget Plan capable of providing for the expenses of operating the consolidated PSAP described by the Agreement. The Executive Board shall recommend a budget to the legislative bodies of each of the participating Units for adoption by July 31st of each year if the participating Unit has not executed a Levy Transfer as contemplated by the Agreement. It is contemplated that the Operations Budget will be funded by the transfer and use of current 911/Dispatch Task Levy funds.
- 9.2 The Operations Budget Plan shall be based on an estimated total annual cost to the Units of Eight Hundred Thousand Dollars (\$800,000.00). The Operations Budget Plan will be developed by the participating Units following due diligence review and analysis.

Section 10. Management of Funds Distributed to Units by Lake County, Indiana.

10.1 All wired and wireless 9-1-1 fees received by Lake County, Indiana, that are distributed to the participating Units annually shall be transferred to the Executive Board. This transfer of 9-1-1 funds to the Executive Board shall occur upon receipt of funds Lake County from the State of Indiana.

- 10.2 When wired and wireless 9-1-1 fees are disbursed by Lake County, Indiana, to the participating Units, the fees shall be deposited into the Operations Budget and such funds that are deposited shall not be expended on anything other than the operations and capital expenditures as authorized by Indiana Code § 36-8-16.7-38. The Executive Board shall have the duty and responsibility to receive, disburse and account for all monies transferred and deposited into the Capital Budget and/or Operations Budget according to the policies and procedures adopted by the Operations Board along with those established by Indiana Code § 36-8-16.7-38, as amended, for accomplishment of the same.
- 10.3 Pursuant to the provisions of Indiana Code § 36-1-7-16, each participating Unit shall specify the amount, if any, of the decrease that the Department of Local Government Finance shall make to the maximum permissible property tax levies, maximum permissible property tax rates, and budgets under Indiana Code § 6-1.1-17 and Indiana Code § 6-1.1-18.5 of the participating Unit to: (1) eliminate double taxation by different participating Units for services; or (2) eliminate any excess by which the amount of property taxes imposed by the participating Unit exceeds the amount necessary to pay for services.

Section 11. Property Use and Disbursement.

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- 11.1 Each participating Unit may transfer to the Operations Board such equipment and tangible personal property as determined by each participating Unit to be used by the Operations Board for the benefit of the Units participating in this Agreement. The transferring participating Unit shall retain title to such property, but the Operations Board shall be entitled to use and allow to be used, such property for the term of the Agreement. Property acquired by the Operations Board shall be owned by all the participating Units in accordance with a percentage based on each participating Unit's contribution of funds, not including those provided by Lake County, Indiana, to each participating Unit. All property used by only one (1) of the participating Units, such as radios and other equipment, will remain the property of the using party, and will remain the responsibility of the using participating Unit.
- 11.2 In the event that this Agreement is fully or partially terminated, property purchased from the funds budgeted by the Operations Board and provided by each individual participating Unit into the Operations Budget and/or Capital Budget Fund(s) to support the start and continued operation of the consolidated PSAP established by this Agreement, shall be appraised by a qualified licensed appraiser mutually selected by the participating Units. If the participating Units are unable to agree upon a division of property, then the property shall be sold as provided by applicable Indiana law and the net proceeds divided by the participating Units equally.

Section 12. Amendment and Termination of Agreement.

12.1 Any participating Unit may terminate this Agreement upon one (1) year written notice to the Operations Board and non-terminating participating Units. It is expressly stated and

understood that if a participating Unit terminates its participation from this Agreement, that participating Unit shall not be reimbursed for the monies or materials that have been purchased, in part, with funds provided from the participating Unit now terminating its involvement in the Agreement. Such funds and materials that have been purchased with said funds, not exempted under <u>Section 11</u> of the Agreement, shall remain the property of the PSAP established by the Agreement in the interest of stability and continuing ability of the PSAP to provide for effective 9-1-1 dispatch services.

12.2 The express terms of the Agreement may not be amended except by a written amendment executed and approved by all of the participating Units and in conformance with applicable Indiana law. This Section shall not prevent or preclude the Operations Board from amending existing or adopting additional operation policies that are found to better effectuate the purpose described under <u>Section 2</u>, and throughout the Agreement.

Section 13. Entry of Additional Units.

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- 13.1 In such a case that additional units, not specifically named as initial participating Units to this Agreement, seek to join and participate in the Agreement, the additional unit(s) shall be allowed to join only upon a unanimous decision made by all the participating Units to accept the entry of said additional unit.
- 13.2 If all participating Units unanimously accept the entry of an additional unit into this Agreement, the additional unit shall be responsible for the payment of the following:
 - A. <u>Capital Budget Contribution</u> An additional unit shall immediately transfer its prorata share of a Capital Contribution based on the Capital Costs of start-up, as defined under <u>Section 8</u> of the Agreement to the Executive Board, upon entry into the Agreemen,t or at a time agreed to by all participating Units, with such funds being transferred into the PSAP Capital Funding Budget.
 - B. <u>Operating Budget Contribution</u> An additional unit shall immediately transfer its pro-rata share of an Operating Contribution based on the Operating Budget as defined under <u>Section 9</u> of the Agreement to the Executive Board, upon entry into this Agreement, or at a time agreed to by all participating Units, with such funds being transferred into the PSAP Operations Budget.

Section 14. Headings. The headings and captions in the Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of the Agreement.

<u>Section 15.</u> <u>Counterparts</u>. The Agreement may be signed in counterparts by the participating Units identified specifically herein, and also any unit not specifically identified herein who executes a signatory page identifying their intent to enter into this Agreement with all participating Units who are already identified or signatories to the Agreement. Such unit entering into this Agreement by a counter-signature page shall also be required to sign a verification statement contained on the counter-signature page that the Unit has received,

reviewed and taken all necessary and proper public meeting action, at a duly scheduled and noticed public meeting pursuant to applicable Indiana law.

<u>Section 16.</u> <u>Additional Documents</u>. The participating Units hereto, and any future unit executing a counter-signature page and verification to enter into the Agreement, further agree to execute any and all additional documents necessary to effectuate the terms and provisions of the Agreement, and to take all necessary and proper public meeting action, if so required.

<u>Section 17.</u> <u>Dispatch Protocol</u>. The Operations Board, subject to applicable Indiana and federal requirements regarding receiving incoming 9-1-1 calls and dispatching appropriate public agencies to respond to 9-1-1 calls, will adopt appropriate and compatible (for interoperability purposes) dispatch protocols. The dispatch protocols may be changed without approval of the Executive Board if said change does not result in an increase in Operations Budget Plan established by the Executive Board or the requesting participating Unit(s) seeking the modification, as a Member of the Executive Board, provides funding for the total cost of the modification. The dispatch protocols to be followed under the terms of the Agreement will require unanimous approval of the Executive Board upon recommendation of the Director.

<u>Section 18.</u> <u>Effective Implementation Date</u>. The Effective Implementation Date of this Agreement for commencement of PSAP operations contemplated herein, shall be in conformance with the provisions set forth under the Indiana PSAP Consolidation Statute, as amended.

<u>Section 19</u>. <u>Public Meeting Action</u>. The individual(s) executing the counter-signature page hereby acknowledge by executing same that the participating Unit they represent have undertaken and completed all necessary and proper public meeting action requirements for entry into this Agreement in conformance with applicable Indiana law.

[SIGNATURES ON THE FOLLOWING PAGES]

ALL OF WHICH IS PASSED AND ADOPTED THIS $\frac{1}{2000}$ Day of 2014, by the town council of the town of schererville, lake county, indiana.

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, TOWN COUNCIL

Michael A. Troxell, President

Rob Guetzloff, Vice President

Thomas J. Schmitt, Member

Jerry mber Tippy, Mg

Kevin Connelly, Member

ATTEST. Janice M. Malinowski, IAMC, MMC,

Clerk-Treasurer

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ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS $\frac{74}{1000}$ DAY OF <u>JUNE</u>, 2014.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL -

By:

Randell, C. Niemeyer, President

Jasama aloy Patsy Casassa, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member hboff, Member lph milla Ralph Miller, Methber

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Greg Parker, Member

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Amy J. Gross, IAMC, MMC Clerk-Treasurer

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1 pt ALL OF WHICH IS PASSED AND ADOPTED THIS _____ DAY OF ______ 2014, BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

> TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, TOWN COUNCIL

Michael S. Forbes, President

Larry Bustamante, Vice-President

2. Valk Gregory J. Volk, Member

Kenneth Gembala, Member

Mark Barenie, Member

ATTEST:

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Sherry P. Sury, Clerk-Treasurer