



SPECIAL SESSION COUNCIL MEETING

Monday, December 5, 2022 – 7:00 p.m.

Join Zoom Meeting – Link listed on website

<https://us06web.zoom.us/j/6479705713?pwd=bGoxRjllTXNXeWRhQlcrVzljajUwdz09>

OR Join Via Phone: (646) 931-3860 Meeting ID: 647 970 5713 Passcode: Clear

AGENDA

- 1. Call to OrderCouncil President
- 2. Pledge of Allegiance Council and Attendees
- 3. Zoom Instructions Jessica Swander
- 4. Unfinished Business
- 5. New Business
 - a. Public Hearing Sanitation Rate Council
 - b. Sanitation Contract Council
 - c. Resolution Additional Appropriations ARP Council
 - d. Opioid Ordinances Restricted and Unrestricted Council
 - e. Steuben County Economic Development Council
 - f. Golf Cart Penalties and Registration fee discussion Council
 - g. Outstanding Check List Council
- 6. General Discussion..... Council & Attendees
- 7. Adjournment..... Council President

Next Council meeting:

Tuesday, December 20, 2022 @7:00 p.m.

Please Note: Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

TOWN OF CLEAR LAKE, INDIANA ORDINANCE NO. 2022-15

**ORDINANCE AMENDING SECTIONS OF CHAPTER 52, TOWN OF CLEAR LAKE,
INDIANA, CODE OF ORDINANCES**

WHEREAS, the collection, removal and disposal services of solid waste and recyclables for residential properties within the Town of Clear Lake is part of a comprehensive system of removing and disposing of sewage within the town, in furtherance of the health and safety of the residents of the town; and,

WHEREAS, the Town Council of the Town of Clear Lake, Indiana deems it necessary to amend various sections of Chapter 52, Solid Waste and Recycling Collection, Removal, and Disposal, of the Town of Clear Lake, Indiana Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Clear Lake, Indiana, that:

Section 3. Section 52.08(B), *Rates and Charges*, shall be amended to read as follows:

- (1) It is hereby determined that a just and reasonable charge for such service for the year 2023 is \$287.28 per year (\$23.94 per month) for each residence property, which shall be due and payable in advance, whether annually, quarterly, or monthly. The Town Clerk-Treasurer shall collect such charges from each occupant or owner of each residence, or the occupant as may be provided in subparagraph (F).
- (2) It is hereby determined that a just and reasonable charge for such service for the year 2024 is \$297.48 per year (\$24.79 per month) for each residence property, which shall be due and payable in advance, whether annually, quarterly, or monthly. The Town Clerk-Treasurer shall collect such charges from each occupant or owner of each residence, or the occupant as may be provided in subparagraph (F).
- (3) It is hereby determined that a just and reasonable charge for such service for the year 2025 is \$310.68 per year (\$25.89 per month) for each residence property, which shall be due and payable in advance, whether annually, quarterly, or monthly. The Town Clerk-Treasurer shall collect such charges from each occupant or owner of each residence, or the occupant as may be provided in subparagraph (F).
- (4) In order to provide coverage for costs of increases in rates and charges, this ordinance shall include Appendix A - Contract Collection Adjustment Factor to be updated with any change in the contract collection rates. Rates charged to town residence shall be equal to the rate established in Section 3 (1) plus any calculated adjustment on Appendix A.

Section 4. This Ordinance shall amend or repeal and replace any previously adopted ordinances in conflict herewith.

Section 5. This Ordinance shall be in full force and effect from and after its adoption by the Town Council of the Town of Clear Lake, Indiana.

ORDINANCE ADOPTED by the Town Council of the Town of Clear Lake, Indiana, this ____ day of _____, 2022.

Member

Member

Member

Member

Member

ATTEST:

Clerk-Treasurer

Appendix A – Contract Collection Adjustment Factor

The rate adjustment shall be applicable to all units serviced through the Town's sanitation collection contract and will be based solely on changes in the collection contract rate as calculated below:

New Collection Rate per Customer per Month (2023 rate per 12/05/2022 contract) (Update for new contract annually)	\$21.24
Less: Collection Rate per Customer per Month in Base Rates (Set per 2022 Rate Study)	<u>(13.30)</u>
Collection Rate Adjustment Factor per Month	7.94
Add: Monthly Base Rates per Rate Ordinance (2022 Rate Study)	13.30
Add: Administrative and Other Operational Costs (2022 Rate Study)	<u>2.70</u>
Residential Bill per Month	<u>\$23.94</u>
Residential Bill per Year (monthly rate x 12)	<u>\$287.28</u>
New Collection Rate per Customer per Month (2024 rate per 12/05/2022 contract) (Update for new contract annually)	\$22.09
Less: Collection Rate per Customer per Month in Base Rates (Set per 2022 Rate Study)	<u>(13.30)</u>
Collection Rate Adjustment Factor per Month	8.79
Add: Monthly Base Rates per Rate Ordinance (2022 Rate Study)	13.30
Add: Administrative and Other Operational Costs (2022 Rate Study)	<u>2.70</u>
Residential Bill per Month	<u>\$24.79</u>
Residential Bill per Year (monthly rate x 12)	<u>\$297.48</u>

New Collection Rate per Customer per Month (2025 rate per 12/05/2022 contract) (Update for new contract annually)	\$23.19
Less: Collection Rate per Customer per Month in Base Rates (Set per 2022 Rate Study)	<u>(13.30)</u>
Collection Rate Adjustment Factor per Month	9.89
Add: Monthly Base Rates per Rate Ordinance (2022 Rate Study)	13.30
Add: Administrative and Other Operational Costs (2022 Rate Study)	<u>2.70</u>
Residential Bill per Month	<u>\$25.89</u>
Residential Bill per Year (monthly rate x 12)	<u>\$310.68</u>

New Collection Rate per Customer per Month (2026 rate per 12/05/2022 contract) (Update for new contract annually)	\$24.35
Less: Collection Rate per Customer per Month in Base Rates (Set per 2022 Rate Study)	<u>(13.30)</u>
Collection Rate Adjustment Factor per Month	11.05
Add: Monthly Base Rates per Rate Ordinance (2022 Rate Study)	13.30
Add: Administrative and Other Operational Costs (2022 Rate Study)	<u>2.70</u>
Residential Bill per Month	<u>\$27.05</u>
Residential Bill per Year (monthly rate x 12)	<u>\$324.60</u>

**CONTRACT FOR TRANSPORTATION AND DISPOSAL
OF MUNICIPAL SOLID WASTE AND RECYCLING WITHIN THE
CORPORATE LIMITS OF CLEAR LAKE, INDIANA**

This contract, designated as the "Contract", made and entered into the 21st day of November 2022, by and between the Town of Clear Lake, Indiana, designated as "The Town" and Washler Inc. whose address is 1686 Forrest Park Drive in Garrett, Indiana 46738, hereinafter called and designated as "Contractor".

WITNESSETH, that the Town and the Contractor for the consideration herein agree as follows:

ARTICLE 1 - SCOPE OF WORK

That Contractor shall and hereby agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation services and insurance required to perform and to complete in a workmanlike manner all work required for the collection and disposal of residential solid waste and recycling within the Notice to Bidder (specifications and instructions) and other contractual documents which are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and all other documents constituting a part thereof. The Contract shall include this Contract, Instructions to Bidders, Specifications, and the Bid Form(s) all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

ARTICLE 2 – ORDER OF PRECEDENCE

The order of precedence is the Notice to Bidders' Town of Clear Lake Specifications and Instructions, the Contract, the Bid Form(s), the remaining Applicable Documents, and the Contractor Proposal. The Contractor shall notify the Town of any inconsistency in the contract, including all attachments and Applicable Documents.

ARTICLE 3 - TERM

The Town grants the Contractor an exclusive sixty (60) month contract commencing January 1st, 2023, and ending December 31, 2027. The parties to the Contract may agree that by mutual consent, each expressed in writing at least ninety (90) days prior to the termination of the initial term of the contract, ending December 31, 2027, that the Contract may be extended for a three month period. Subsequent three month contract extension may be granted if both parties agree at least ninety (90) days prior to the termination of the Contract.

ARTICLE 4 · CONTRACT PRICE

For the performance of the work as set in Article 1 hereof, the Contractor shall charge a firm monthly per household rate of: \$21.24 for 2023, \$22.09 for 2024, \$23.19 for 2025, \$24.35 for 2026 and \$25.57 for 2027. Should contract be extended as

described in Article 3 hereof, the Contractor shall charge a firm monthly per household rate of: \$25.57. Household count will be determined annually from the tax rolls provided by the Town. The opening household count will be six hundred and one (601) units but may be modified at any time to accurately reflect the actual number of households served.

ARTICLE 5 - BILLING

The Contractor will bill the Town on a monthly basis. Payment is due to the Contractor within thirty (30) days of receipt of the invoice. Invoices will be sent to:

Town of Clear Lake
111 Gecowets Drive
Fremont, IN 46737
ATTN: CLERK/TREASURER

ARTICLE 6 - COLLECTION

The Contractor will collect all municipally generated solid waste placed curbside in Contractor owned and supplied 65- or 96-gallon wheeled carts and Washler tagged bags on Monday of each week. The Contractor will also collect all municipally generated recyclables placed curbside in Contractor owned 65 or 96/gallon wheeled carts bi-weekly. Contractor will provide a list of acceptable recyclables, recycle instructions and service calendars for the Town to distribute to its residents and post on the Town's website. Contractor will provide a Curbside Unlimited Trash pickup three (3) times per year, specifically the first pick up day in June, July, and September of each year. Contractor will also provide a dumpster, for a duration of one (1) day, at the Town Hall / Maintenance Garage for unlimited amounts of electronics one (1) time per year, specifically the first pick up day in August of each year.

ARTICLE 7 - WORKMAN'S COMPENSATION

The Contractor shall procure and maintain during the term of this Contract appropriate Workman's Compensation insurance for all its employees employed at, or in the vicinity of Town property, or who will be carrying out any work related to this Contract in an amount not less than five hundred thousand dollars (\$500,000.00) for each accident and disease.

ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and maintain during the term of this Contract appropriate public and property damage insurance and shall protect and indemnify the Town from any and all claims for personal injury, including accidental death, as well as property damage which arise from the operations under the Contract, in an amount not less than one million dollars (\$1,000,000.00).

ARTICLE 9 - COMPLIANCE

This Contract is intended to conform in all respects to applicable statutes of the State of Indiana, and if any part or provision of this Contract conflicts therewith, then said statute shall govern.

ARTICLE 10 - NON-COLLUSION AGREEMENT

Contractor represents and warrants and the Town awards this Contract upon the express warranty by Contractor that the Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by it, employed or retained any company or person, to solicit or secure this Contract; that the Contractor has not entered into nor offered to enter into any combination, collusion, or agreement to receive or pay, and that the Contractor has not received or paid any fee, commission, percentage or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions expressed upon the face of, or within the Contract. For a breach or violation of this warranty, the Town shall have the right to cancel this Contract without liability, and to recover, at the election of the Town, any and all monies or other consideration paid hereunder.

ARTICLE 11- DEFAULT AND REMEDY

Any breach of this Contract by the Contractor or the Town shall be a default. In the event of any default, the Contractor or the Town shall have any remedy provided in this Contract and any other remedy allowed by law or in equity with attorney fees and court costs. In the event of default by the Contractor, the Town shall provide written notice via U.S. first class mail, setting forth the breach alleged. In the event that Contractor fails to cure the default within thirty (30) days, the Contractor shall be in default under the Contract, and the Town shall have the right to terminate the Contract. Termination of the Contract pursuant to this Section shall not release the Contractor's surety under the performance bond requested under the bid specifications.

ARTICLE 12 - WAIVER

A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 13 - EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall require subcontractors, who perform work

under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a Contract with a subcontractor. The Town may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Town.

ARTICLE 14 - IRAN INVESTMENT CERTIFICATION

The Contractor hereby certifies under the penalty of perjury that the Contractor does not engage in investment activities in Iran as those terms are defined by IC 5-22-16.5.

ARTICLE 15 -ASSIGNMENT OF CONTRACT

This Contract shall not be assigned nor shall Contractor sub-contract any part of the services to be performed pursuant to this Contract without first obtaining written consent of the Town.

ARTICLE 16 - INDEMNITY

The Contractor shall indemnify and save harmless the Town, its officers, employees, agents and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorneys' fees to the extent such result from the negligence or willful misconduct of Contractor, its officers, employees, agents and servants in the performance of the services under this Contract; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorneys' fees arising out of the award of this Contract or the negligence or willful misconduct of Town, its officers, employees, agents or servants.

ARTICLE 17 · NOTICES

All notices and approvals to be given by one party to the other party under this Contract shall be given in writing, mailed, or delivered as follows:

To Town: Town of Clear Lake, Indiana
ATTN: Clerk-Treasurer
111 Gecowets Drive
Fremont, IN 46737

To Town's Council: Hawk, Haynie, Kammeyer & Smith, LLP
ATTN: David Hawk
116 E. Berry Street
Fort Wayne, IN 46802

To Contractor: Washler, Inc.
ATTN: Jeff Washler
1686 Forrest Park Dr.

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ARTICLE 18 MERGER CLAUSE

This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this Contract, understands it, and agrees to be bound by its terms and conditions.

ARTICLE 19 AMENDMENT

To each of the conditions and stipulations of this Contract, the undersigned, each for itself, binds itself, its successors, and assigns. All provisions of the Contract shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided for in such amendment. No modification or amendment of the terms of this Contract shall be effective unless written and approved by the parties.

IN WITNESS WHEREOF, we, the foregoing named parties hereunto set our hands and seals on the 21st day of November 2022.

TOWN OF CLEAR LAKE:

Darin Thorp
PRESIDENT, TOWN COUNCIL

ATTEST:

Jessica Swander
CLERK/TREASURER

WASHLER, INC.

JEFF WASHLER
OWNER

ARP Grant Fund- American Rescue Plan
 ADDITIONAL APPROPRIATION RESOLUTION 06-2022

Whereas, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the 2022 annual budget: now, therefore:

Sec.1. Be it resolved by the Town Council of Town of Clear Lake, Steuben County, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named ARP Grant Fund- American Rescue Plan and for the purposes specified to appropriate subject to laws governing the same:

Fund Name: ARP Grant Fund- American Rescue Plan

Fund Number: 2401

	<u>AMOUNT REQUESTED</u>	<u>AMOUNT APPROVED</u>
BY: FISCAL BODY		
Major Budget Classification:		
Other Services and Charges	\$ <u>36,000</u>	\$ <u>36,000</u>
TOTAL FOR FUND: 2401		
ARP Grant Fund- American Rescue Plan Grant	\$ <u>36,000</u>	\$ <u>36,000</u>

Adopted this 15th day of November 2022.

NAY _____ _____ _____ _____ _____	AYE _____ _____ _____ _____ _____
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ATTEST:

 Jessica Swander -Clerk/Treasurer

Ordinance No. 2022-13

AN ORDINANCE ESTABLISHING THE OPIOID FUND- RESTRICTED

WHEREAS, The Town of Clear Lake has been notified of its pending receipt of certain funds as a participating political subdivision from a national settlement with Cardinal Health, McKesson, AmerisourceBergen, and Johnson & Johnson relating to opioid prescription and addiction; and,

WHEREAS, a separate fund is necessary to properly account for receipts and disbursement of monies received from the settlement.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Clear Lake, Indiana, as follows:

SECTION 1. There is hereby established a special fund known as Opioid Settlement Fund- Restricted.

SECTION 2. That contributions to the fund shall be the restricted portion of the Opioid Settlement Funds received from the State of Indiana by the Town as a participating political subdivision from a national settlement with Cardinal Health, McKesson, AmerisourceBergen, and Johnson & Johnson.

SECTION 3. That expenditures may be made from the fund by appropriation by the Town Council for any purpose approved by the Town Council from the list attached hereto as Exhibit A (List of Opioid Remediation Uses).

SECTION 4. That this fund shall be a perpetual fund until terminated by future ordinance, and any funds remaining at the time of termination shall be returned to the general fund of the Town.

ORDINANCE ADOPTED this _____ day of _____, 2022.

TOWN OF CLEAR LAKE, INDIANA

Darin Thorp, Member

Dan Rippe, Member

George Schenkel, Member

Brent Schlosser, Member

Molly Weber, Member

ATTEST:

Jessica Swander, Clerk-Treasurer

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Ordinance No. 2022-14

AN ORDINANCE ESTABLISHING THE OPIOID FUND- UNRESTRICTED

WHEREAS, The Town of Clear Lake has been notified of its pending receipt of certain funds as a participating political subdivision from a national settlement with Cardinal Health, McKesson, AmerisourceBergen, and Johnson & Johnson relating to opioid prescription and addiction; and,

WHEREAS, a separate fund is necessary to properly account for receipts and disbursement of monies received from the settlement.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Clear Lake, Indiana, as follows:

SECTION 1. There is hereby established a special fund known as Opioid Settlement Fund- Unrestricted.

SECTION 2. That contributions to the fund shall be the unrestricted portion of the Opioid Settlement Funds received from the State of Indiana by the Town as a participating political subdivision from a national settlement with Cardinal Health, McKesson, AmerisourceBergen, and Johnson & Johnson.

SECTION 3. That expenditures may be made from the fund by appropriation by the Town Council for any purpose approved by the Town Council.

SECTION 4. That this fund shall be a perpetual fund until terminated by future ordinance, and any funds remaining at the time of termination shall be returned to the general fund of the Town.

ORDINANCE ADOPTED this _____ day of _____, 2022.

TOWN OF CLEAR LAKE, INDIANA

Darin Thorp, Member

Dan Rippe, Member

George Schenkel, Member

Brent Schlosser, Member

Molly Weber, Member

ATTEST:

Jessica Swander, Clerk-Treasurer

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the **Town of Clear Lake, Indiana**, by and through its Town Council (the "Municipality"), and the **Steuben County Economic Development Corporation**, a not for profit corporation recognized under §501(c)(3) of the Internal Revenue Code (the "Corporation"), and it:

WITNESSETH:

WHEREAS, the Corporation provides services and assistance to municipal corporations within Steuben Municipality, Indiana, to promote commercial, industrial and civic development throughout said Municipality; and

WHEREAS, the Corporation is desirous of providing certain services to the Municipality and the Municipality is desirous to receive and has determined it is in need of the services of the Corporation pursuant to the terms, covenants, compensation, and conditions set forth in this Agreement.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipality and the Corporation agree as follows:

1. The Municipality shall retain the services of the Corporation, in an independent contractor relationship, to promote, attract and retain commercial employers within the Municipality's corporate boundaries. Such services may include recruitment of new industry, retention and expansion of existing industry, and general job promotion and economic development. The Corporation shall obtain and provide all equipment, materials, supplies and services necessary to accomplish its mission, including utilizing the marketing efforts of the Northeast Indiana Regional Marketing Partnership which markets Northeast Indiana globally. The Municipality hereby accepts and agrees to such engagement, subject to the terms and conditions contained herein.

2. In consideration of the services to be rendered by Corporation pursuant to this Agreement, the Municipality shall pay fees to the Corporation in the sum of Two Thousand Dollars (\$2,000.00), payable in four (4) equal installments upon receipt of invoice for said services. Such payment shall in no way be contingent upon or a function of the amount of tax collected by the Municipality, being that the parties hereby acknowledge that such payments will be considered fees for services. Payment hereunder shall be made by the Municipality within thirty (30) days of the Corporation filing a claim or invoice for payment with the Municipality setting forth the amount of such fees due and identifying the services performed.

8. This Agreement is made and entered into in the State of Indiana, and shall in all respects be interpreted, enforced and governed under the laws of the State of Indiana.

9. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

10. This Agreement sets forth the entire agreement of the parties hereto and fully supersedes any and all prior agreements, negotiations or understandings between the parties, whether written or oral, pertaining to the subject matter hereof. This Agreement may not be modified or amended except by a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed and affirmed this Agreement on the date set forth above.


"Municipality"

TOWN COUNCIL OF THE TOWN OF
CLEAR LAKE, INDIANA

By: _____
_____, Town Council President
(Name) (Title)

"Corporation"

STEUBEN COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: 
Isaac R Lee, Executive Director
(Name) (Title)

30R9915

ORDINANCE NO. 2009 - 6

**AN ORDINANCE REGULATING THE USE AND REGISTRATION OF GOLF CARTS
WITHIN THE TOWN OF CLEAR LAKE**

SUMMARY:

This ordinance regulates the use and regulation of golf carts inside the corporate limits of the Town of Clear Lake.

_____ Recorder's Office Publish Public Hearing
_____ Auditor's Office _____
_____ Clerk's Office Publish O/R after adoption
_____ Other _____
_____ Clerk-Treasurer

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CLEAR LAKE,
INDIANA:**

1. The purpose of this ordinance is to provide for the regulation of use and registration of golf carts within the corporate limits of the Town of Clear Lake.
2. Definitions: For purposes of this ordinance, the following terms shall have the definitions provided:
 - A. "Financial Responsibility" shall have the meaning given in Indiana Code 9-25-4-1, et seq as it now reads, or is subsequently amended.

B. "Flashing Lamps" shall have the meaning given in Indiana Code 9-21-9-4 as it now reads, or is subsequently amended.

C. "Golf Cart" shall be defined as: a four wheeled motor vehicle originally and specifically intended to transport one or more individuals and golf clubs for the purpose of playing golf.

D. "Public Street" shall be defined as: All property dedicated or intended for public highway, freeway, or roadway purposes or subject to public easements, therefore.

E. "Registration Certificate" shall be defined as the certificate issued by the Town of Clear Lake Clerk-Treasurer signifying all initial requirements of Golf Cart registration have been satisfied.

F. "Slow Moving Vehicle Emblem" shall have the meaning given in Indiana Administrative Code 205 IAC 1-1 et seq as it now reads or is subsequently amended.

3. It shall be unlawful to operate a Golf Cart on any Public Street within the corporate limits of the Town of Clear Lake except as specifically authorized by this Ordinance.

4. Any Golf Cart operated on a Public Street within the corporate limits of the Town of Clear Lake shall be registered with the Town of Clear Lake, shall pay a registration fee as provided herein, and shall comply with all the requirements of this Ordinance. Registration forms shall be available at the Clear Lake Town Hall and the registration fee shall be paid to the Clear Lake Clerk-Treasurer.

5. Registration fees shall be as follows:

A. Registration, which shall be valid for two (2) calendar years from the date of issuance of the Registration Certificate, for a fee of forty dollars (\$40.00).

- Registration, which shall be valid for two (2) calendar years from the date of issuance of the Registration Certificate, for a fee of eighty dollars (\$80.00). – Alternate Option 1-
- Registration, which shall be valid for one (1) calendar year from the date of issuance of the Registration Certificate, for a fee of fifty dollars (\$50.00). – Alternate Option 2-
- Registration, which shall be valid for two (2) calendar years from the date of issuance of the Registration Certificate, for a fee of ninety dollars (\$90.00) or shall be valid for one (1) calendar year from the date of issuance of the Registration Certificate, for a fee of fifty dollars (\$50.00). – Alternate Option 3-

B. Temporary registration, which may be purchased for a period of time not to exceed five (5) consecutive days for a fee of Ten Dollars (\$10.00).

- Temporary registration, which may be purchased for a period of time not to exceed five (5) consecutive days for a fee of Twenty Dollars (\$20.00) – Alternate Option 1-

- Temporary registration, which may be purchased for a period of time not to exceed seven (7) consecutive days for a fee of Ten Dollars (\$25.00) – Alternate Option 2-

6. The then current Registration Certificate shall be maintained and displayed on or about the Golf Cart at all times that the Golf Cart is in operation on any Public Street within the Town of Clear Lake.

7. At the time of registration, the registrant owner or operator of the Golf Cart shall provide the Vehicle Identification Number, the applicable registration fee, and proof of Financial Responsibility as defined herein.

8. No person may operate a Golf Cart on a Public Street within the Town of Clear Lake without coverage of Financial Responsibility as defined herein.

9. Prior to issuance of a Registration Certificate, the Golf Cart shall be inspected by the Town Marshall, or Deputy Town Marshall, to ensure that the Golf Cart complies with all of the requirements of this Ordinance.

10. All Golf Carts operating on Public Streets within the corporate limits of the Town of Clear Lake shall be operated pursuant to the terms of this ordinance, shall obey all rules of the road and traffic regulations of the State of Indiana and Town of Clear Lake and shall display the following:

A. The Registration Certificate issued by the Town of Clear Lake as required herein.

B. A Slow Moving Vehicle Emblem as defined herein.

C. Flashing Lamps as defined herein.

D. If the Golf Cart is operated after sunset and before sunrise, it must display headlamps, which shall be mounted in the front of the Golf Cart and which shall be visible from a distance of five hundred (500) feet.

11. The operator of a Golf Cart on a Public Street within the corporate limits of the Town of Clear Lake must have a valid driver's license issued by the State of Indiana, or any of the State of the United States of America.

12. Golf Carts shall be equipped with a rear view mirror.

13. The number of occupants of a Golf Cart in operation on a Public Street within the corporate limits of the Town of Clear Lake shall be limited to the lesser number of persons for whom factory seating is installed on the Golf Cart or six (6) persons. The operator and occupants shall be properly seated at all times and no part of the body of the operator or occupants shall extend outside of the perimeter of the Golf Cart while the Golf Cart is in operation, except that the operator shall use proper traffic hand signals when required.

14. All persons of the age ten (10) years or less shall ride in the front seat of the Golf Cart.

15. A violation of the provisions of this ordinance shall be considered a Class C Infraction and shall result in fines and penalties as follows: 1st offense \$50.00 fine,

2nd offense \$75.00 fine, each additional offense \$100.00 fine. Additionally, if three or more violations of this ordinance occur within one calendar year, the registration of the Golf Cart, whether annually or daily, shall be suspended and the owner or operator of the Golf Cart shall not be eligible for another registration for one calendar year from the date of suspension.

A violation of the provisions of this ordinance shall be considered a Class C Infraction and shall result in fines and penalties as follows: 1st offense \$100.00 fine, 2nd offense \$200.00 fine, each additional offense \$300.00 fine. Additionally, if three or more violations of this ordinance occur within one calendar year, the registration of the Golf Cart, whether annually or daily, shall be suspended and the owner or operator of the Golf Cart shall not be eligible for another registration for one calendar year from the date of suspension. Alternate Option 1

16. Any fees or fines collected under this ordinance shall be deposited in the Town of Clear Lake General Fund.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from and after its passage by the Town Council, and proper publication in a newspaper of daily circulation within Steuben County, Indiana.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED by the Town Council of the Town of Clear Lake, Indiana, this _____ day of _____, 2009.

ROBERT LEWIS
Board Member

ALAN KORTE
Board Member

BARRY WORL
Board Member

GEORGE SCHENKEL

Board Member

KATHLEEN SUE WILLIAMS

Board Member

ATTEST:

KAY KUMMER

Clerk-Treasurer

Outstanding Check List

Issue Date	Check Number	Payee	Amount
05/15/2017	14815	AT&T	\$145.25
12/18/2018	15351	Jaclyn A. Howarth	\$825.00
12/18/2018	15373	Troy & Wendy Gamble	\$30.00
12/16/2019	15665	Jaclyn A Howarth	\$675.00
12/17/2019	15670	Jaclyn A Howarth	\$750.00
12/22/2020	15925	Jaclyn A Howarth	\$75.00
12/22/2020	15930	Roger Dammier	\$75.00
09/23/2021	16143	Farmers State Bank V	\$43.99
05/12/2016	2173	Robert Darling	\$2.75
07/01/2016	2198	Menards	\$49.72
08/15/2016	2219	Menards	\$6.52

TOTAL \$ 2,678.23

November 17, 2022

The Herald Republican Newspaper
FAX 260-665-2322

WLKI Radio Angola
FAX 260-665-9064

NOTICE OF SPECIAL SESSION TOWN OF CLEAR LAKE, INDIANA

Re: Special Session
Town of Clear Lake, Indiana
Pursuant to Indiana Code section 5-14-1.5-5

The Clear Lake Town Council will hold a **Special Session on Monday, December 5th, 2022, 7:00 p.m.** at the Town Hall located at 111 Gecowets Drive, Fremont IN 46737.

Zoom link listed at www.townofclearlake.org

This Notice shall be posted at the Town of Clear Lake Town Hall.

Thank you,

Darin Thorp
Town Council Vice President

NOTICE OF PUBLIC HEARING

The Clear Lake Town Council will, on December 5, 2022, at 7:00 o'clock p.m. in the Clear Lake Town Hall, hold a public hearing concerning a proposed ordinance establishing the rates and charges for the services of the Clear Lake Sewer Utility related to the collection and disposing of garbage in a sanitary manner, amending Clear Lake Ordinance No. 2014-01, as amended, as follows:

SECTION 3. Section 52.08(B) *Rates and Charges*, upon adoption of this ordinance, the Town shall implement the following fee schedule and shall charge the fee, due and payable in advance, whether annually, quarterly, or monthly, for the service of weekly collection and disposal of residential municipal waste, and a bi-weekly collection of recyclable material for each residential property as contracted for by the Town:

- a. Beginning January 1, 2023, through December 31, 2023:
\$21.24 per month;
- b. Beginning January 1, 2024, through December 31, 2024:
\$22.09 per month;
- c. Beginning January 1, 2025, through December 31, 2025:
\$23.19 per month;
- d. Beginning January 1, 2026, through December 31, 2026:
\$24.35 per month.

The Town Clerk-Treasurer shall collect such charges from each occupant or owner or each residence, or the occupant as may be provided in subparagraph (F) of this Section.

All owners of property to be served and other interested persons may be heard concerning the proposed ordinance at the public hearing prior to the final adoption of the Ordinance. A copy of the Ordinance may be examined in the office of the Clerk-Treasurer.

Jessica Swander, Clerk-Treasurer
Town of Clear Lake, Indiana

PUBLICATION NOTICE: Please publish on or before November 22, 2022.