



## REGULAR SCHEDULED COUNCIL MEETING

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

[Join Zoom Meeting](#) – Link listed on website

<https://us06web.zoom.us/j/6479705713?pwd=bGoxRjllTXNXeWRhQlcrVzljajUwZD09>

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

### AGENDA

1. Call to Order ..... Council President
2. Pledge of Allegiance ..... Council and Attendees
3. Zoom Instructions ..... Robert Hawley
4. Approval of Monthly Reports
  - a. Minutes from November 15, 2022, ..... Council
  - b. Minutes from December 5, 2022, ..... Council
  - c. Voucher Register & Warrant..... Jessica Swander
5. Monthly Reports
  - a. Financial Report ..... Jessica Swander
  - b. Marshal's Report..... Chris Emerick
  - c. Fire Department Report..... Brent Schlosser
  - d. Zoning Administrator's Report ..... Robert Hawley
  - e. Superintendent Report ..... Guy Rodgers
  - f. Council Member's Reports ..... Council
6. Unfinished Business
  - a. CCMG Award..... Council
    - i. Resolution Authorization of Signatures
    - ii. Authorization for DLZ to Design, Survey, and Permit
  - b. Outstanding Check List ..... Council
7. New Business
  - a. Ordinance Sanitation pick up..... Council
  - b. Attorney Contract ..... Council
8. Training and review
  - a. Comprehensive Plans..... George Schenkel
9. General Discussion..... Council & Attendees
10. Adjournment..... Council President

### Next Council meeting:

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.

January 10, 2023

The Herald Republican Newspaper  
FAX 260-665-2322

WLKI Radio Angola  
FAX 260-665-9064

**NOTICE OF EXECUTIVE SESSION TOWN OF CLEAR LAKE, INDIANA**

Re: Executive Session  
**Town of Clear Lake, Indiana**  
Pursuant to Indiana Code section 5-14-1.5-6.1

The Clear Lake Town Council will hold an **Executive Session at 6:00 p.m. on Tuesday January 17, 2023**, at the Town Hall located at 111 Gecowets Drive, Fremont IN 46737.

The executive session is being held to discuss employee evaluation, in accordance with Indiana Code Section 5-14-1.5-6.1. The meeting will be held to discuss matters as permitted under I.C. 5-14-1.5-6.1(2)(b)(9) as defined by the Indiana Code.

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

The meeting is closed to the public.

Thank you,

Darin Thorp  
President, Town Council President



TOWN OF CLEAR LAKE, INDIANA  
REGULAR TOWN COUNCIL MEETING  
November 15, 2022

The Regular Council meeting of the Town Council of Clear Lake, Indiana was held at the Town Hall on Tuesday, November 15, 2022, at 7:00PM. Present were Council Members Molly Weber, Brent Schlosser, Dan Rippe, and George Schenkel. Absent was Council President Darin Thorp. Also present were Clerk/Treasurer - Jessica Swander, Street & Sewer Superintendent- Guy Rodgers, and Zoning Administrator -Robert Hawley, and Marshal – Chris Emerick. There were twelve residents who signed the guest register and attended via Zoom.

Council Vice President Molly Weber called the meeting to order at 7:00 p.m. starting with the sighting of the Pledge of Allegiance.

Zoom instructions were given by Robert Hawley.

Brent Schlosser made a motion to move unfinished business and new business to be moved up ahead of all other Agenda Items. Seconded by George Schenkel.

Dan Rippe amended the motion to move the Superintendent report ahead as Guy Rodgers would need to leave the meeting early. Seconded by Brent Schlosser. Motion passed.

1. Superintendent- Guy Rodgers discussed activity around the lake. Report is on file.

Unfinished Business:

1. CCMG Application Status and Project Review and Roadway Presentation was presented by Todd Thurber DLZ.

Todd Thurber and Council discussed the dollar amount the Town was matching and the Grant amount. Also discussed were the conditions of the road being approved based on condition, and flooding around the lake roads including culverts that need to be replaced.

Brent Schlosser made a motion to open to the public. Seconded by George Schenkel. Motion passed.

Resident Ron Kummer asked about the millage on the previous slide.

Todd from DLZ stated he didn't detail it from mile to mile. He stated it could be estimated at three quarters of a mile.

Resident Todd Rumsey asked about the road life span of 8-10 years and why coring wasn't done all over and create an 8-10 year plan.

Todd Thurber stated that the initial 5-year was based on passer rating and not on coring. Coring was done after the creating of the 5-year plan. Knowing what we do now the Town could do another set of Core samples, if that is what they want to get the data.

Resident Todd Rumsey stated the Town needs a dashboard and how they are going to reach that, because his road will be ready for repaving before the end of the 5-year plan.

Todd Thurber stated a good goal for the Town this size would be to get everything above a 4 or 5 passer rating and maintain that and if it dips below that it's time look at repairing. Until then it will be constant cycle of them going down.

Brent Schlosser stated that every time we redo the road it will expand the life span and be more on a 15-20 year plan.

Resident Jim Hauguel asked about the process used for Clear Lake Cove based on the issues that arose.

Todd Thurber stated 10 is reserved for brand new, 8-9 and will generally fall within the first year one or two ratings. It will hold at an 8 longer than it will a 9 and will be a 15-20-year life span.

Resident Todd Rumsey asked if there was a way to document when there has been reconstruction and when there has not, and which ones are 8-10 years based 15-20 years.

Todd Thurber stated that he can get that and continue to evolve the Pavement Asset Plan.

Kathy Schenkel asked about West Clear Lake Drives ratings and the difference in rating making it look like it got better over one year.

Todd Thurber stated he did not do that passer rating those years and that he would not be able to comment on why it was done that way.

Brent Schlosser made a motion to close to the public. Seconded by George Schenkel.

Roadway Presentation continued with Council Discussion. Council discussed many factors of the presentation including catch basins. Todd was asked if the application was one application or separate. He stated that because the projects were similar in nature, they were on one application based on INDOT's procedures. George Schenkel stated had he know that he would not have voted for the projects.

Brent Schlosser made a motion to Open for Public Comment. Seconded by George Schenkel. Motion passed.

Resident Matt Rippe via zoom thanked Todd Thurber for the detail in the presentation and it made sense and is easy to comprehend and understand what is going on. Matt asked if the money is approved, will it still need to be voted on to move forward and get the project done. If Council decided not to approve what happens after that, could council apply again for the same projects later, what are the ramifications.

Todd Thurber stated if the Town were to turn down the money, nothing would happen as far as that, however it could look bad in INDOT's eyes and may not look as favorable on future applications.

Resident Pat Hilton stated, in response to George, about the overall condition of the roads all around the lake and the concerns. It's imperative as a board to pay close attention to water problems caused by property owners and their contributions to the road conditions.

Resident Jim Hauguel asked of creating new problem with the long drainage pipes. What happens to the water today. Is it necessary to do the build up and the driveways.

Todd Thurber stated it may not be needed, but they would know more after the survey and each spot can be evaluated.

Resident Todd Rumsey asked if a one-way street would have less wear, then keeping it two ways.

Todd Thurber stated it may make a wear pattern more prevalent.

Resident Todd Rumsey asked if you need to go further with drainage or need to change it, can you or are you bound to that.

Todd Thurber stated they are bound to the road, but those can be changed.

Resident Don Helton asked if any consideration was given to the roads that are more heavily traveled. Wouldn't it be wiser to do those and do chip and seal to get by.

Todd Thurber stated that more heavily traveled roads were considered on the five-year plan.

Resident Bill Hanna asked if we consider a more traveled road and the specifications on Quiet Harbor given the traffic pattern.

Kathy Schenkel asked if all the road is removed and started over and if the land is a wet land what will happen.

Todd Thurber stated it's not an established wetland if it is a roadway. They will keep stone on there so homeowners can still have some access.

Kathy Schenkel stated that behind Quiet Harbor holds water and the area of 176 there is a swamp, and if you are starting over with a road, it will sink because it is a wetland.

Todd Thurber stated if we account for that and build the road based on that to make sure it is stable.

Resident Kay Kummer stated that the chip and seal was too dangerous around the lake.

Evelyn Schlosser asked if the channel at Quiet Harbor was dredged and if it will need to be done again.

Todd Thurber stated it would be installed at the same elevation as the existing, and the project would not be part of that.

Resident Jim Hauguel asked what the 25% compared to what was in the budget.

Jessica Swander stated that Council approved the 25% match in the 2023 budget, but the Town would not receive the 1782 notice from DLGF until December with the Certification of the budget.

Resident Ron Kummer stated the project on Quite Harbor look like it was for 7-9 homes and asked if they were really going to dig all of that out and start out with a twelve-inch base and six inches of asphalt for under ten homes.

Todd Thurber stated that is a cost-effective question and the road is in very bad shape and the drainage that comes from the road. You must look at it for more than just those 9-10 homeowners versus picking up multiple issues. The roadway is bad but it's also trying to pick up all the water from the County Road.

Brent Schlosser made a motion to close for public comment. Seconded by George Schenkel. Motion passed.

Molly Weber thanked Todd Thurber for his presentation.

Brent Schlosser made a motion to move Agenda items 7- (c), (e), (f), and 8 (a) to December. Seconded by George Schenkel. Motion passed.

## New Business:

1. Sanitation Bids were presented by Dan Rippe. Dan presented a no bid from Republic Services and a proposal from Washler Inc. Dan stated Washler is fully compliant per the bid specifications.

Dan presented Washler Inc's proposal pointing out the usage of auto load trucks and would now require residents to place their cans at the road for collection. The bid price does include a price increase for our residents over the years.

Dan Rippe made a motion to approve the Washler Inc. proposal and provide formal notification of award as stipulated in section #4 entitled, award of contract of the Notice to Bidders' Town of Clear Lake Specifications and Instructions for Collection, Transportation and Disposal of Solid Wastes in Corporation Limits of Clear Lake and by signature of council president. Seconded by George Schenkel. Motion passed.

Dan Rippe stated that the Amended Sanitation Rate Ordinance 2022-01 passed by Council January 13<sup>th</sup>, 2022, included an Appendix A allowing for pass through expenses.

Dan Rippe made a motion to approve Appendix A for the years 2023, 2024, 2025, 2026. Seconded by Brent Schlosser. Motion passed.

2. Dan Rippe introduced Resolution 05-2022 Resolution to Transfer Funds MVH. Council discussed the reasons needed for the Transfer.

Dan Rippe made a motion to read Resolution 05-2022 Resolution to Transfer Funds MVH. Seconded by Brent Schlosser. Motion passed.

Dan Rippe read Resolution 05-2022 Resolution to Transfer Funds MVH in its entirety.

Dan Rippe made a motion to open for public comment. Seconded by Brent Schlosser. Motion passed.

No comments were given.

Dan Rippe made a motion to close for public comment. Seconded by Brent Schlosser. Motion passed.

Dan Rippe made a motion to suspend the rules and allow a second reading by title only. Seconded by Brent Schlosser. Motion passed.

Dan Rippe read by title only.

Dan Rippe made a motion to pass Resolution 05-2022 Resolution to Transfer Funds MVH. Seconded by George Schenkel. Motion passed.

3. Brent Schlosser introduced the 2023 Rate of Pay and the Ordinance that this rate of pay follows.

Brent Schlosser made a motion to read the 2023 Rate of Pay out loud. Seconded by George Schenkel. Motion passed.

Brent Schlosser read the 2023 Rate of Pay out loud in its entirety.

Brent Schlosser made a motion to open for public comment. Seconded by George Schenkel. Motion passed.

No comments were given.

Brent Schlosser made a motion to close for public comment. Seconded by George Schenkel. Motion passed.

Brent Schlosser made a motion to approve the 2023 Rate of Pay. Seconded by George Schenkel. Motion passed.

4. George Schenkel discussed the objective of the website in outreach and communication. George discussed the mission and what the website needed. George stated the Jennifer Smith- Sattison designed the site based on the needs of the community. Molly Weber stated that the intention for the site to go live on December 6<sup>th</sup>. Molly stated that on December 1<sup>st</sup> from 9am-10am and 12pm-1pm for anyone who wants to stop by and see how to navigate it.

Jennifer Smith- Sattison presented the new website and showed the different views between the mobile version and the desktop version. Jennifer showed different features you can click on from departments to payments. She discussed the analytics so the Town can see what is used more on the site, and what people may be struggling with on the site, and locations of where people are coming onto the site from.



COUNCIL ACTIONS:

1. Approval of minutes from the Regular Town Council meeting held October 18, 2022, at 7:00PM. Molly Weber presented the minutes to the Council. Molly asked for any additions or corrections. Brent stated that it doesn't need to be added, but that Guy stated it was truly a problem getting contactors to give him a quote and it has been an issue since Covid, but no corrections were needed.

Brent Schlosser made a motion to pass the Regular Town Council minutes as presented. Seconded by George Schenkel. Motion passed.

2. Approval of Voucher Register with Warrants – Jessica Swander presented the Voucher Register with Warrant details.

Disbursements on the Voucher Register are as follows:

Operating Funds:	\$56,088.60
Sewer Funds:	<u>\$28,394.25</u>
Total Disbursements:	\$84,482.85

Molly Weber discussed the cost of the quarterly insurance payment.

George Schenkel made a motion to accept the Voucher Register with Warrants. Seconded by Dan Rippe. Motion passed.

2. Financial Report – Jessica Swander presented the financial report showing financials through October 31, 2022. Report is on file.
3. Marshal's Report- Chris Emerick discussed Marshal activity around the lake. Report is on file.

Chris Emerick discussed getting two new radar signs for the Town with a quote of \$6,499.00

Brent Schlosser made a motion to approve the purchase of two new radar signs for \$6,499.00 Seconded by Dan Rippe. Motion passed.

4. Fire Department Report- Brent Schlosser read the Fire Department Report. Report is on file.
5. Zoning Administrator- Larry Lillmars discussed activity around the lake. Report is on file.

COUNCIL REPORT:

1. Jessica Swander stated that the Town Metrics would be added to the Town website.
2. Brent Schlosser stated that the Steuben County Economic Development is offering free services for the month of December for cowork space. Type the name Steuben into the app store and it should come up and you can reserve a workstation.
3. Brent Schlosser stated that County leaders and Sue Glick is holding a community meeting to discuss and provide information on Nipsco gas shortages on November 17<sup>th</sup> at the Steuben County Fair Grounds at 10:00AM.

TRAINING AND REVIEW:

1. None.

GENERAL DISCUSSION:

Clear Lake Conservancy Director Bridget Harrison stated that the Clear Lake Conservancy was having a public meeting on Tuesday December 6<sup>th</sup> at 6:30PM at the Town Hall and on Zoom.

There being no further business or discussions, Council Vice President Molly Weber adjourned the meeting at 9:06p.m.

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Darin Thorp, Council President

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Attest: Jessica Swander, Clerk/Treasurer



TOWN OF CLEAR LAKE, INDIANA  
SPECIAL SESSION TOWN COUNCIL MEETING  
December 5, 2022

The Special Session Town Council meeting of the Town Council of Clear Lake, Indiana was held at the Town Hall on Tuesday December 5, 2022, at 7:00PM. Present were Town Council President Darin Thorp, Council Members Brent Schlosser, Dan Rippe, Molly Weber, and George Schenkel. Clerk/Treasurer - Jessica Swander and Town Marshal- Chris Emerick were also in attendance. There were six residents who signed the guest register and four attended via Zoom.

Council President Darin Thorp called the meeting to order at 7:00 p.m. starting with the sighting of the Pledge of Allegiance.

New Business:

1. Public Hearing Sanitation Rate was opened by Dan Rippe. Dan discussed the bid process and the proposal that was accepted on November 15, 2022.

Dan Rippe made a motion to read Ordinance 2022-15 amending sections of Chapter 52 Town of Clear Lake, Indiana, Code of Ordinances. Seconded by Molly Weber. Motion passed.

Dan Rippe read Ordinance 2022-15 amending sections of Chapter 52 Town of Clear Lake, Indiana, Code of Ordinances in its entirety.

Dan Rippe made a motion to open for public comment. Seconded by Brent Schlosser. Motion passed.

No public comments were given.

Dan Rippe made a motion to close for public comment. Seconded by Brent Schlosser. Motion passed.

Dan Rippe made a motion to suspend the rules and read by title only. Seconded by Brent Schlosser. Motion passed.

Dan Rippe read Ordinance 2022-15 amending sections of Chapter 52 Town of Clear Lake, Indiana, Code of Ordinances by title only.

Dan Rippe made a motion to pass Ordinance 2022-15 amending sections of Chapter 52 Town of Clear Lake, Indiana, Code of Ordinances. Seconded by George Schenkel. Motion passed.

2. Sanitation Contract was presented by Dan Rippe. Council discussed the contract.

Dan Rippe made a motion to use the contract as presented and enter a contract with Washler Inc. Seconded by George Schenkel. Motion passed.

3. Resolution for Additional Appropriations was presented by Dan Rippe. Council discussed the expenditures Council had previously approved for ARP Funds for \$36,000.00 for the GIS System.

Dan Rippe made a motion to read Resolution 06-2022 Additional Appropriations ARP. Seconded by Molly Weber. Motion passed.

Dan Rippe read Resolution 06-2022 Additional Appropriations ARP in its entirety.

Dan Made a motion to open for public comment. Seconded by Brent Schlosser. Motion passed.

Resident John Wilhelm asked Council to give a brief description on what the GIS system does.

Darin Thorp described what the GIS System will do for the Town's sewer system, roads, and the Zoning office.

Brent Schlosser made a motion to close for public comment. Seconded by Dan Rippe. Motion passed.

Dan Rippe made a motion to suspend the rules and read Resolution 06-2022 Additional Appropriations ARP by title only. Seconded by George Schenkel. Motion passed

Dan Rippe read Resolution 06-2022 Additional Appropriations ARP by title only.

Brent Schlosser stated the date needed to be changed on the passing date.

Dan Rippe made a motion to pass Resolution 06-2022 Additional Appropriations ARP with the correction date of December 5, 2022. Seconded by Brent Schlosser. Motion passed.

4. Opioid Ordinances Restricted and Unrestricted were introduced by Molly Weber and discussed the reason the Town would be getting the Funds.

Molly Weber made a motion to introduce Restricted Opioid Ordinance 2022-13. Seconded by George Schenkel. Motion passed.

Molly Weber read Restricted Opioid Ordinance 2022-13 in its entirety.

Molly Weber made a motion to open for public comment. Seconded by Brent Schlosser. Motion passed.

Resident John Wilhelm stated the word form should be from. John asked for an overview of the funds.

Molly Weber stated it was a settlement and discussed the uses such as Narcan.

Molly Weber made a motion to close for public comment. Seconded by George Schenkel. Motion passed.

Molly Weber made a motion to suspend the rules and read Restricted Opioid Ordinance 2022-13 by title only.

Molly Weber read Restricted Opioid Ordinance 2022-13 by title only.

Brent Schlosser made a motion to pass Restricted Opioid Ordinance 2022-13 with correction. Seconded by George Schenkel. Motion passed.

Molly Weber made a motion to introduce Unrestricted Opioid Ordinance 2022-14. Seconded by George Schenkel. Motion passed.

Molly Weber made a motion to open for public comment. Seconded by Brent Schlosser. Motion passed.

No public comment was given

Molly Weber made a motion to close for public comment. Seconded by George Schenkel. Motion passed.

Molly Weber made a motion to suspend the rules and read by title only. Seconded by George Schenkel. Motion passed.

Molly Weber Read Unrestricted Opioid Ordinance 2022-14 by title only.

Molly Weber made a motion to pass Unrestricted Opioid Ordinance 2022-14 with correction. Seconded by George Schenkel. Motion passed.

5. Steuben Economic Development Annual Agreement was presented by Brent Schlosser.

Council discussed the presentation that was given at a previous Council meeting by Steuben Economic Development.

Brent Schlosser made a motion to open for public comment. Seconded by Molly Weber. Motion passed.

Resident Kathleen Nevis asked about the \$2,000 the Town pays and how much the Town gets back.

Resident John Wilhelm stated that he endorsed the Council continuing their agreement with Steuben Economic Development.

Molly Weber made a motion to close for public comment. Seconded by Brent Schlosser. Motion passed.

Brent Schlosser made a motion to approve and move forward with the Steuben Economic Development Agreement. Seconded by Molly Weber. Motion passed.

6. Golf Cart Penalties and Registration fee discussion was presented by Brent Schlosser.

Council discussed possible differences in fee schedule for registration and penalties and what the council could look at changing. Council wanted more data to know the Town's cost versus the revenue that the Town brings in. Chris discussed with Council the process of registration and renewals. Council discussed having registration days and the possibility of doing that in the future.

Dan Rippe made a motion to table the discussion until further information is given. Seconded by George Schenkel. Motion passed.

7. Outstanding Check List was introduced by Dan Rippe.

Council discussed reaching out to some of the residents on the list and seeing if they will sign a form to have the checks reissued.

Dan Rippe made a motion to table the Outstanding Check list for December. Seconded by George Schenkel. Motion passed.

#### GENERAL DISCUSSION:

Resident Joe Schenkel asked when the Town was planning on repaving the roads and the drainage issues he has on his and details of the project.

Darin Thorp stated that there are drainage projects included in the road improvements.

Dan Rippe stated it's not providing a utility it is taking the water off of the road and each situation should be looked at uniquely and it could be a partnership with a resident.

Resident Joe Schenkel stated the west side section drainage is addressed, but it needs to be addressed further down the stretch and communicated to the property owners and he wants to do the right thing with his drainage. The Town needs to address all appropriate drainage and the water needs to be taken off the road.

Molly Weber and Dan Rippe discussed the grant process and the drawings now being a concept and more in-depth details would be known once the Town has been awarded and Council moves forward.

Resident John Wilhelm asked about glass in the recycle being accepted.

Dan Rippe stated that it was not included because the current equipment is compacting and that will break the glass into small pieces and destroys the rest of recyclables.

Resident John Wilhelm asked about Gators on the roads and the cost of golf carts.

Chris Emerick stated they are state regulated and must be registered if they are on the road at the DMV.

John Wilhelm stated that the town is always playing catch up on cost of things and should go over 10-20%. He stated he appreciated the meeting, and he liked the new website.

Resident Kat Nevins asked about issuance and renewals of Golf Carts and the enforcement side and monetizing that. Averaging the amount of time, it takes.

Chris Emerick stated that they are always actively patrolling, and it would be difficult to break down, but stops could take 20 minutes or less.

There being no further business or discussions, Council President Darin Thorp adjourned the meeting at 8:40 p.m.

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Darin Thorp, Council President

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Attest: Jessica Swander, Clerk/Treasurer

ACCOUNTS PAYABLE TOWN of CLEAR LAKE  
**Voucher Register for Operating Funds & Sewer Fund**

For Period from 11/16/2022 through 12/20/2022

2022							
DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	FUND	AMOUNT OF VOUCHER	Appropriation	CHECK/WARRANT NUMBER	MEMORANDUM
23-Nov	Pay Fund	PAYROLL	General	\$6,954.34	Payroll/benefits	EFT	C/Trea.B.Clerk.ZA & Police/Council
23-Nov	Pay Fund	PAYROLL	MVH	\$1,996.25	Payroll/benefits	EFT	T.Manager & T. Worker
23-Nov	Pay Fund	PAYROLL	Sanitation	\$504.02	Payroll/benefits	EFT	C/Trea.B.Clerk
23-Nov	Pay Fund	Inpers	MVH	\$207.70	Inpers Town Ex	EFT	Employer retirement contribution
23-Nov	Pay Fund	Inpers	General	\$437.94	Inpers Town Ex	EFT	Employer retirement contribution
23-Nov	Pay Fund	Inpers	Sanitation	\$52.43	Inpers Town Ex	EFT	Employer retirement contribution
8-Dec	Pay Fund	PAYROLL	General	\$6,680.35	Payroll/benefits	EFT	C/Trea.B.Clerk.ZA & Police/Council
8-Dec	Pay Fund	PAYROLL	MVH	\$1,841.66	Payroll/benefits	EFT	T.Manager & T. Worker
8-Dec	Pay Fund	PAYROLL	Sanitation	\$504.02	Payroll/benefits	EFT	C/Trea.B.Clerk
8-Dec	Pay Fund	Inpers	General	\$437.94	Inpers Town Ex	EFT	Employer retirement contribution
8-Dec	Pay Fund	Inpers	MVH	\$191.61	Inpers Town Ex	EFT	Employer retirement contribution
8-Dec	Pay Fund	Inpers	Sanitation	\$52.43	Inpers Town Ex	EFT	Employer retirement contribution
22-Dec	Pay Fund	PAYROLL	General	\$13,226.83	Payroll/benefits	EFT	C/Trea.B.Clerk.ZA & Police/Council
22-Dec	Pay Fund	PAYROLL	MVH	\$2,061.42	Payroll/benefits	EFT	T.Manager & T. Worker
22-Dec	Pay Fund	PAYROLL	Sanitation	\$504.00	Payroll/benefits	EFT	C/Trea.B.Clerk
22-Dec	Pay Fund	Inpers	General	\$437.94	Inpers Town Ex	EFT	Employer retirement contribution
22-Dec	Pay Fund	Inpers	MVH	\$214.47	Inpers Town Ex	EFT	Employer retirement contribution
22-Dec	Pay Fund	Inpers	Sanitation	\$52.43	Inpers Town Ex	EFT	Employer retirement contribution
21-Dec		Farmers State Bank Visa	CCI	\$60.00	Books		Indiana Planning & Zoning Law 2022 Edition
21-Dec		Farmers State Bank Visa	General	\$0.84	Postage		Paperwork for Police Vehicle Plates
21-Dec		Farmers State Bank Visa	General	60.97	Other Prof		2 months for godaddy.com
21-Dec		Farmers State Bank Visa	Lit	\$15.00	Other Prof		BMV for New Police Vehicle- Durango
21-Dec		Wex	General	\$240.44	Fuel		Marshal Fuel
22-Dec		The Hilb Group, LLC	General	\$345.00	Insurance		Sattison & Crawford Bond
22-Dec		AIM	General	\$25.00	Dues		ADA & Title VI Dues
22-Dec		ILMCT	General	\$82.00	Dues		Annual Dues
21-Dec		The Herald Republican	General	\$28.50	Legal Notice		Town Council Special Session Legal Ad
22-Dec		Sycamore	CCD	\$7,760.00	Mach & Equip		Conference Room Furnace/AC
22-Dec		Sycamore	MVH	\$3,032.00	Mach & Equip		Street/Sewer/Police Building
22-Dec		Don Luepke	General	\$75.00	PC		1 Meeting @ \$75
22-Dec		Jim Hauguel	General	\$75.00	PC		1 Meeting @ \$75
22-Dec		Jim McClain	General	\$75.00	PC		1 Meeting @ \$75
22-Dec		Bill Hanna	General	\$125.00	PC		1 Meeting @ \$125
22-Dec		Jessica Swander	General	\$125.00	PC		1 Meeting @ \$125
22-Dec		Dan Rippe	General	\$125.00	PC		1 Meeting @ \$125
22-Dec		Steuben County Economic Dev.	General	\$500.00	Annual Dues		Q Agreement Dues
21-Dec		GIS Landmark	ARP	\$12,075.00	GIS		GIS Consulting & GPS Field Collection
22-Dec		Fremont Sand & Gravel	MVH	\$65.57	Sand & Salt		Sand for roads
21-Dec		Town of Fremont	Lit	\$17,000.00	Fire Protec		1/2 of Fire Protection



ACCOUNTS PAYABLE TOWN of CLEAR LAKE  
Voucher Register for Operating Funds & Sewer Fund

For Period from 11/16/2022 through 12/20/2022

2022							
DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	FUND	AMOUNT OF VOUCHER	Appropriation	CHECK/WARRANT NUMBER	MEMORANDUM
5-Dec		First Net AT & T	General	\$66.93	Telephone/Int		Marshals, MIFI and ZA Phone
5-Dec		M&C Trenching	MVH	\$1,130.86	Catch Basin D		From June- Drain Repair
21-Dec		Galls	Lit	\$429.14	Uniforms & Supp		Stylus Pen, Tactical
21-Dec		Kiesler Policy Supply	Lit	\$429.20	Uniforms & Supp		Ammo
22-Dec		Mitchell's	Lit	\$162.00	Uniforms & Supp		Sew on Patches
21-Dec		DLZ	CCD	\$1,862.00	Engineering		2022 CCMG App 2022-2 (Payment #3)
22-Dec		ElanCity	Lit	\$6,499.00	Equipment		Speed Radar Signs, batteries & solar panels
21-Dec		KFG	MVH	\$84.21	Equip. Repairs		Chainsaw & Gator
22-Dec		Jared Eby	General	\$150.00	Building Maint.		Cleaning December
22-Dec		Jared Eby	General	\$150.00	Building Maint.		Cleaning November
23-Dec		KPC Media Group	General	\$24.00	Other Charges	EFT	Monthly newspaper
22-Dec		Midsolve	General	\$454.60	Other Prof		December Server-Email- Workstations
22-Dec		Midsolve	General	\$168.50	Other Prof		Technician
21-Dec		Applied Innovation	CCD	\$57.23	Other Prof		Printer Use
18-Dec		Mediacom	General	\$212.25	Telephone/Int	EFT	Phone/Fax/Internet
21-Dec		4 Voice	General	\$149.17	Telephone/Int		Phones
15-Dec		Town of Clear Lake Sewer	General	\$94.12	Sewage	EFT	Monthly processing fee
21-Dec		NIPSCO	General	\$7.90	Electric		Light Replacement
21-Dec		NIPSCO	General	\$25.53	Electric		Tornado sirens - 3
21-Dec		NIPSCO	General	\$693.65	Electric/Gas	EFT	Town Hall & Barn electric/Heat
5-Dec		NIPSCO	General	\$2,168.92	Street Lights	EFT	Town Street Lights
22-Dec		Hawk, Haynie, Kammeyer & Smith	General	\$1,196.00	Attorney Fees		General
22-Dec		Hawk, Haynie, Kammeyer & Smith	CCD	\$1,725.00	Attorney Fees		Plan Commission
		<b>TOTAL ATTORNEY</b>	<b>\$2,921.00</b>				
21-Dec		Washler, Inc.	Sanitation	\$72.00	Trash Tickets		Annual Trash Ticket
21-Dec		Washler, Inc.	Sanitation	\$7,318.75	Trash service		Trash Collection
		<b>TOTAL OPERATING FUNDS</b>		<b>\$103,579.06</b>			
	<b>SEWER</b>						
23-Nov	Pay Fund	PAYROLL	Sewer	\$2,864.40	Payroll/benefits	EFT	B.Clerk,T.Manager & T.Worker
23-Nov	Pay Fund	Inpers	Sewer	\$298.01	PERF town exp.	EFT	Employer retirement contribution
8-Dec	Pay Fund	PAYROLL	Sewer	\$2,709.81	Payroll/benefits	EFT	B.Clerk,T.Manager & T.Worker
8-Dec	Pay Fund	Inpers	Sewer	\$281.93	PERF town exp.	EFT	Employer retirement contribution
22-Dec	Pay Fund	PAYROLL	Sewer	\$2,929.62	Payroll/benefits	EFT	B.Clerk,T.Manager & T.Worker
22-Dec	Pay Fund	Inpers	Sewer	\$304.81	Payroll/benefits	EFT	Employer retirement contribution
27-Dec		Rainy Day	Sewer	\$37,500.00	Other		RAINY Day Loan pay off
1-Dec		Farmers State Bank	Sewer	\$98.49	Other Prof	EFT	Check Processing Fee
30-Nov		Farmers State Bank	Sewer	\$20.00	Other Prof	EFT	ACH Set Up fee
21-Dec		Farmers State Bank Visa	Sewer	\$64.99	Supplies		Boxes
21-Dec		Farmers State Bank Visa	Sewer	\$393.31	Supplies		Griddle, Cylinder & Cover

ACCOUNTS PAYABLE TOWN of CLEAR LAKE  
**Voucher Register for Operating Funds & Sewer Fund**

For Period from 11/16/2022 through 12/20/2022

2022							
DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	FUND	AMOUNT OF VOUCHER	Appropriation	CHECK/WARRANT NUMBER	MEMORANDUM
21-Dec		Farmers State Bank Visa	Sewer	\$59.98	Supplies		Supplies
21-Dec		Wex	Sewer	\$70.80	Supplies		Fuel Sewer
22-Dec		Sycamore	Sewer	\$3,032.00	Machine & Equip		Street/Sewer/Police Building
22-Dec		Printing Place	Sewer	\$182.87	Supplies		Envelopes for Sewer letters
21-Dec		API Construction	Sewer	\$4,500.00	Cont Labor		Rmve Stone & Replace asphalt/ Frm summer sewer Repair
5-Dec		First Net AT & T	Sewer	\$110.37	Telephone/Int		Sewer Lines X3
22-Dec		T.S. Electric	Sewer	\$1,180.00	Cont Labor		Invoice #1214 & 1215
22-Dec		Tri-Star Pipe & Supply	Sewer	\$96.65	Supplies		Nipples for Grinders
21-Dec		Fremont Tire & Oil	Sewer	\$1,267.99	Other Prof Serv		Sewer Truck Oil Change, Spark Plugs, Headlamps, Labor
22-Dec		Unifirst Corp	Sewer	\$190.25	Prof. Services		Uniform rental - 8 weeks (11/15, 11/22, 11/29, 12/6, 12/13)
21-Dec		George McCracken	Sewer	\$1,303.19	Refunds		Refund on sewer account. (Check was to go to CL Marina)
22-Dec		Steve Jennings	Sewer	\$24.00	Supplies		3 - 5 gallons of water
8-Dec		Town of Fremont	Sewer	\$6,574.36	Sewage		Monthly processing
22-Dec		NIPSCO	Sewer	\$392.37	Electric	EFT	Lift station electrical usage
19-Dec		NIPSCO	Sewer	\$1,088.06	Electric	EFT	Grinders electrical usage
22-Dec		Barnes & Thornburg LLP	Sewer	\$635.00	Attorney Fees		Hoagland Sewer
22-Dec		Hawk, Haynie, Kammeyer & Smith	Sewer	\$2,064.00	Attorney Fees		Hoagland Sewer & Hoagland Boundary
		<b>TOTAL SEWER FUND</b>		<b>\$70,237.26</b>			
		<b>TOTAL ALL FUNDS</b>		<b>\$173,816.32</b>			

I here by certify that each of the above listed vouchers and the invoices or bills attached there to are true and correct and I have audited same in accordance with IC5-11-10-1.6.

Date	ALLOWANCE OF VOUCHERS						
20-Dec-22							Jessica Swander, Clerk-Treasurer

(IC5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the forgoing accounts payable voucher register consisting of 3 pages, totaling \$173,816.72

**Dated this 20th day of December 2022**

X		X		X			
X		X		X			
SIGNATURE OF GOVERNING BOARD							





Installed by the TOWN OF CLEAR LAKE-2019  
**Fund Report**

<b>FUND TITLE</b>	<b>BALANCE BEG OF YEAR</b>	<b>REVENUE YTD</b>	<b>DISBURSED YTD</b>	<b>BALANCE BEG OF MONTH</b>	<b>REVENUE MTD</b>	<b>DISBURSED MTD</b>	<b>CURRENT BALANCE</b>
<b>SubTotal Bank Number 2</b>	<b>93734.09</b>	<b>752416.05</b>	<b>602262.03</b>	<b>216450.56</b>	<b>65160.91</b>	<b>37723.36</b>	<b>243888.11</b>
<b>*** GRAND TOTAL ***</b>	<b>1534487.38</b>	<b>1816025.38</b>	<b>1614005.12</b>	<b>1750099.13</b>	<b>123818.15</b>	<b>137409.64</b>	<b>1736507.64</b>

Town Of Clear Lake Police Department		Month	The Clear Lake Police Department took six reports in the month of October. The Steuben County Sheriff's Office handled two reports							
2022		N O V	within the Town and one report within the Township of Clear Lake. There were eight traffic violations written and five VIN checks completed.							
Statistics			The new radar	signs were	delivered.					
TOCL Logo	Monthly Hours Worked	179.25								
	Monthly Miles Driven	726								
	Monthly Aquatic Hours	1								
Clear Lake Police Department			Steuben County Sheriff's Office in Town of Clear Lake			Town of Clear Lake Total	Steuben County Sheriff's Office in Clear Lake Township			Grand Total
Code	Sub Total	6	Code	Sub Total	2	8	Code	Sub Total	1	9
100	Agency Assists	2	100	Agency Assists		2	100	Agency Assists		2
101	Alarm	2	101	Alarm	1	3	101	Alarm		3
102	Criminal Mischief		102	Criminal Mischief		0	102	Criminal Mischief		0
103	Burglary		103	Burglary		0	103	Burglary		0
104	Disorderly		104	Disorderly		0	104	Disorderly		0
105	Juvenile Problem		105	Juvenile Problem		0	105	Juvenile Problem		0
106	Property Damage Crash	1	106	Property Damage Crash	1	2	106	Property Damage Crash	1	3
107	Recovered Property		107	Recovered Property		0	107	Recovered Property		0
108	Rescue		108	Rescue		0	108	Rescue		0
109	Structure Fire Residential		109	Structure Fire Residential		0	109	Structure Fire Residential		0
110	Suicide Attempt		110	Suicide Attempt		0	110	Suicide Attempt		0
111	Theft		111	Theft		0	111	Theft		0
112	Welfare Check		112	Welfare Check		0	112	Welfare Check		0
113	Harassment		113	Harassment		0	113	Harassment		0
114	Suspicious		114	Suspicious		0	114	Suspicious		0
115	Abandoned Vehicle		115	Abandoned Vehicle		0	115	Abandoned Vehicle		0
116	Animal Problem		116	Animal Problem		0	116	Animal Problem		0
117	Empolymt Background Investigation		117	Empolymt Background Investigation		0	117	Empolymt Background Investigation		0
118	Property Damage		118	Property Damage		0	118	Property Damage		0
119	Domestic		119	Domestic		0	119	Domestic		0
120	Trespassing		120	Trespassing		0	120	Trespassing		0

121	Personal Injury Crash		121	Personal Injury Crash	0	121	Personal Injury Crash	0
122	Dog/Cat Problem		122	Dog/Cat Problem	0	122	Dog/Cat Problem	0
123	Lost Property	1	123	Lost Property	1	123	Lost Property	1
124			124	Vehicle Fire	0	124		0
125			125		0	125		0
126			126		0	126		0
127			127		0	127		0
128			128		0	128		0
129			129		0	129		0
130			130		0	130		0
131			131		0	131		0
132			132		0	132		0
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144			144		0	144		0
145			145		0	145		0
146			146		0	146		0
147			147		0	147		0
148			148		0	148		0
149			149		0	149		0
150			150		0	150		0
151			151		0	151		0
Detailed Reports Available			Detailed Reports Available			Detailed Report Available		

<b>Town Of Clear Lake Fire Department Report</b>		Month	Areas of Concern/Interest: Current Fire Contract expires at the end of 2023  Topics: Meet with the Fremont Fire Department to begin discussions on future fire contracts and encourage community engagement with additional training exercises on or around Clear Lake.		
2022		N O V			
<b>Statistics</b>					
	TOCL Incidents	9			
	Mutual Aid	9			
	Region Totals	12			
<b>Fire Department Activity within the Town of Clear Lake</b>			<b>Fire Department Activity within Clear Lake Township</b>		
Code	Sub Total	9	Code	Sub Total	3
100	Asssit-Agency (Mutual Aid)	9	100	Asssit-Agency (Mutual Aid)	
101	Asssit - Law Enforcement (CLPD)		101	Asssit - Law Enforcement (CLPD)	
102	Asssit - Lift		102	Asssit - Lift	
103	Asssit - Medical		103	Asssit - Medical	
104	Asssit - xxxx		104	Asssit - xxxx	
107	Alarm		107	Alarm	
110	C.O. Investingation		110	C.O. Investingation	1
119	Domestic		119	Domestic	
120	Down Power Line		120	Down Power Line	
129	Fire - Alarm		129	Fire - Alarm	
130	Fire - Brush		130	Fire - Brush	1
131	Fire - Furnance Residential		131	Fire - Furnance Residential	
132	Fire - Rubbish		132	Fire - Rubbish	
133	Fire - Structure		133	Fire - Structure	
134	Fire - Structure Residential		134	Fire - Structure Residential	
135	Fire - Vehicle		135	Fire - Vehicle	
138	Naturl Gas Leak		138	Naturl Gas Leak	1
139	Property Damage Crash		139	Property Damage Crash	
140	Rescue		140	Rescue	
144	Service Call		144	Service Call	
145	Vehicle - Accident		145	Vehicle - Accident	
147	Vehicle - Fire		147	Vehicle - Fire	
Detailed Reports Available			Detailed Reports Available		

Town Of Clear Lake Fire Department		Month												Grand Total
		J a n	F e b	M a r	A p r	M a y	J u n	J u l	A u g	S e p	O c t	N o v	D e c	
2022														
	<b>Statistics</b>													
	TOCL Incidents	7	3	3	2	1	9	4	4	10	7	9	0	59
	Mutual Aid	6	1	1		1	2	1		5	6	9		32
	Region Totals	11	7	6	5	5	12	7	7	10	8	12	0	90
<b>Fire Department Activity within the Town of Clear Lake</b>														0
Code	Sub Total	7	3	3	2	1	9	4	4	10	7	9	0	59
Detailed Report Available Upon Request														
<b>Fire Department Activity within Clear Lake Township</b>														
Code	Sub Total	4	4	3	3	4	3	3	3	0	1	3	0	31
Detailed Report Available Upon Request														





TOCL Zoning Administrator Report  
December 20, 2022

**ILP's Issued:**

ILP #	Date	Applicant	Property Address	Property Owner	Description
2022-37	10/03/22	Stan Ruf	546 E Clear Lake Dr.	Stan Ruf	Install 2' wide (124 SF) sidewalk
2022-38	10/07/22	Bob Buescher	72 WCLD	Joe & Kathy Schenkel	New Home w/ Detached garage
2022-39	10/07/22	Harold Hahr	350 ECLD	Harold Hahr	8' x 12' Stone Patio
2022-40	10/20/22	Chris Folland	52 WCLD	Chris Folland	Install new AC unit
2022-41	10/25/22	Tyson Johnston	6340 N 700 E	Maples	Remodel Home and New Generator
2022-42	10/26/22	Clear Lake Yacht Club	E. 675 N	Clear Lake Yacht Club	Extended CLYC Courts, fence, install swale
<b>No new permits issued since 10-26-2022</b>					

**Plan Commission Hearing:**

Case #	Hearing Date	Applicant	Property Address	Minor Subdivision	Status
None					

**BZA Hearing:**

Case #	Hearing Date	Applicant	Property Address	Variance	Status
None					

**Projects:**

Item	Status
UDO updates	<ul style="list-style-type: none"> <li>All the pending UDO changes have been through Town Council and the approved changes will go in affect Jan. 1<sup>st</sup>, 2023</li> <li>Update UDO digital copy - <b>Completed</b></li> <li>Update UDO books – <b>Fillers are ready/ Completed</b></li> </ul>
Comprehensive Plan	<ul style="list-style-type: none"> <li>The plan is in need of updates, the current plan was last updated in 2013 and since then demographic data has changed, and I believe now would be a good time to ask for public participation and have a survey distributed.</li> </ul>
Zoning Administrative updates	<ul style="list-style-type: none"> <li>Creation of Flow process sheets, update excel file for tracking metrics and permits, fee schedule updates</li> </ul>
Unsafe Hewes Home	<ul style="list-style-type: none"> <li>Work continues, new rafters have been delivered and the current roof in under tarps, and sheathing has been place on the exterior at certain areas.</li> </ul>



## SUPERINTENDENT'S REPORT

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Tuesday, December 20<sup>th</sup>, 2022 – 7:00 p.m.

---

1. Time Allocation
  - a. Guy – 197.50 hours
  - b. Denver – 176 hours
  - c. Other road cut permits 0, 0 Demo Permit and 0 letters of non-objection
2. Sewer Department Statistics
  - a. Locates – 24
  - b. Alarm calls – 7
  - c. Grinder pumps
    - i. Replaced – 1
    - ii. Repaired – 0
    - iii. Set-up – 1
    - iv. New or repaired pumps ready to be placed into the system – 10 (11 still boxed)
  - d. Average flow – 21996 GPD (Gallons per day)
3. Sewer Department Summary
  - a. Patch work has been completed from check valve repairs
  - b. Sewer truck milage (monthly) – 307
4. Street Department Summary
  - a. We picked up 26 loads of leaves this month. Total loads for the fall pickup is 38 loads
  - b. Street truck milage (monthly) – 593

Guy Rodgers  
Street/Utility superintendent

# TOCL Department Metrics

November 2022

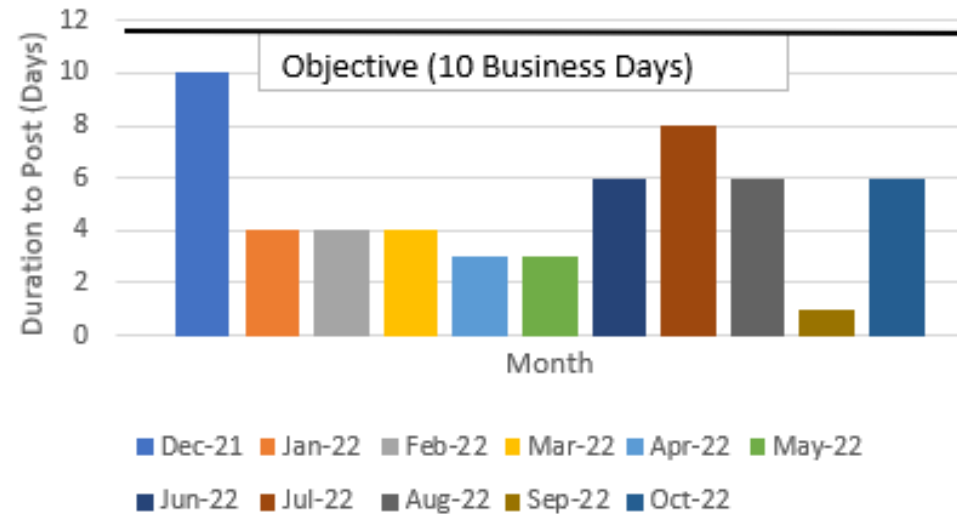
# Clerk Treasurer

## Meeting Minute Timeliness

- **Process being measured:** Preparation and posting of Town Council meeting minutes
- **Performance Measurement (Metric):** Time to post minutes after Council approval
- **Performance Objective:** Post on Town Web page within 10 days of Council approval

## Town Council Minutes

Time to Post Meeting Minutes After Approval

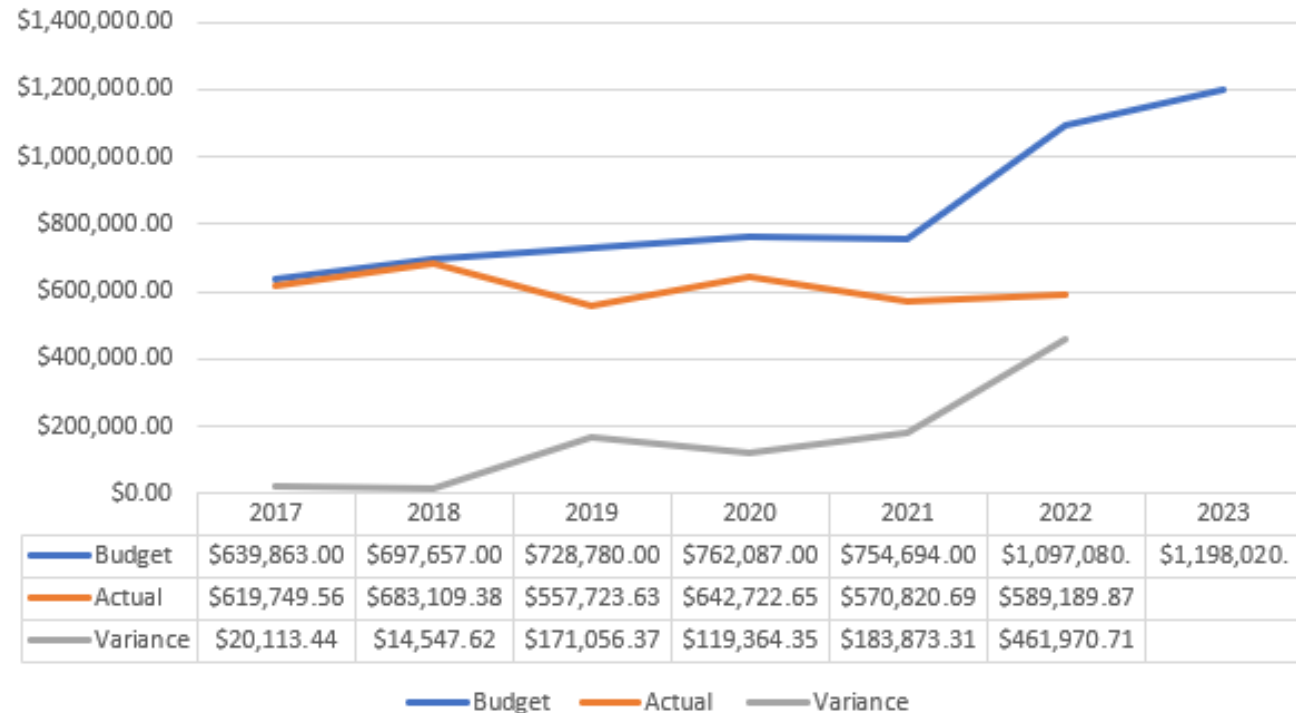


# Clerk Treasurer

## TOCL Financial Performance

- **Process being measured:**  
Annual tracking of financial parameters (Budget, Disbursements, Cash Balance, % Reserve)
- **Performance Measurement (Metric):** \$/Year
- **Performance Objective:**  
Disbursements less than Budget, Cash Balance Reserve > 6 months expenditures

Tax Levy Funds (Form 3): Disbursements  
Annual Variance - Budget vs. Actual



## Observations:

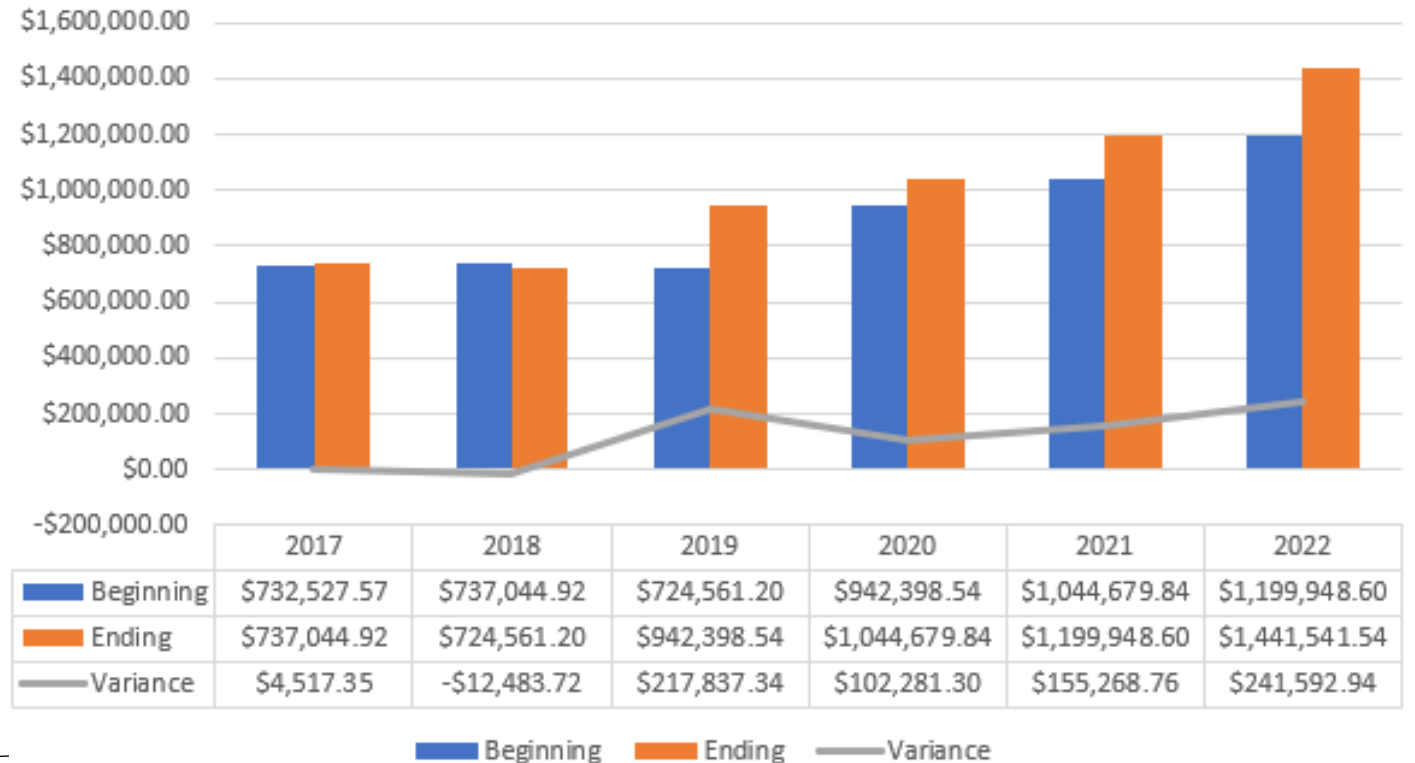
- Budget increases 2022 & 2023 largely due to a change in budgeting philosophy to include risks and to a lesser extent inflation
- Budget increases are an indication of an increasing number of risks being managed by Town
- Actual expenditures have remained flat indicating fiscal responsibility and not realizing budgeted risks

# Clerk Treasurer

## TOCL Financial Performance- Cont.

- **Process being measured:**  
Annual tracking of financial parameters (Budget, Disbursements, Cash Balance, % Reserve)
- **Performance Measurement (Metric):** \$/Year
- **Performance Objective:**  
Disbursements less than Budget, Cash Balance Reserve > 6 months expenditures

Tax Levy Funds (Form 3): Cash Balance  
Annual Variance - Beginning vs. Ending



Observations:

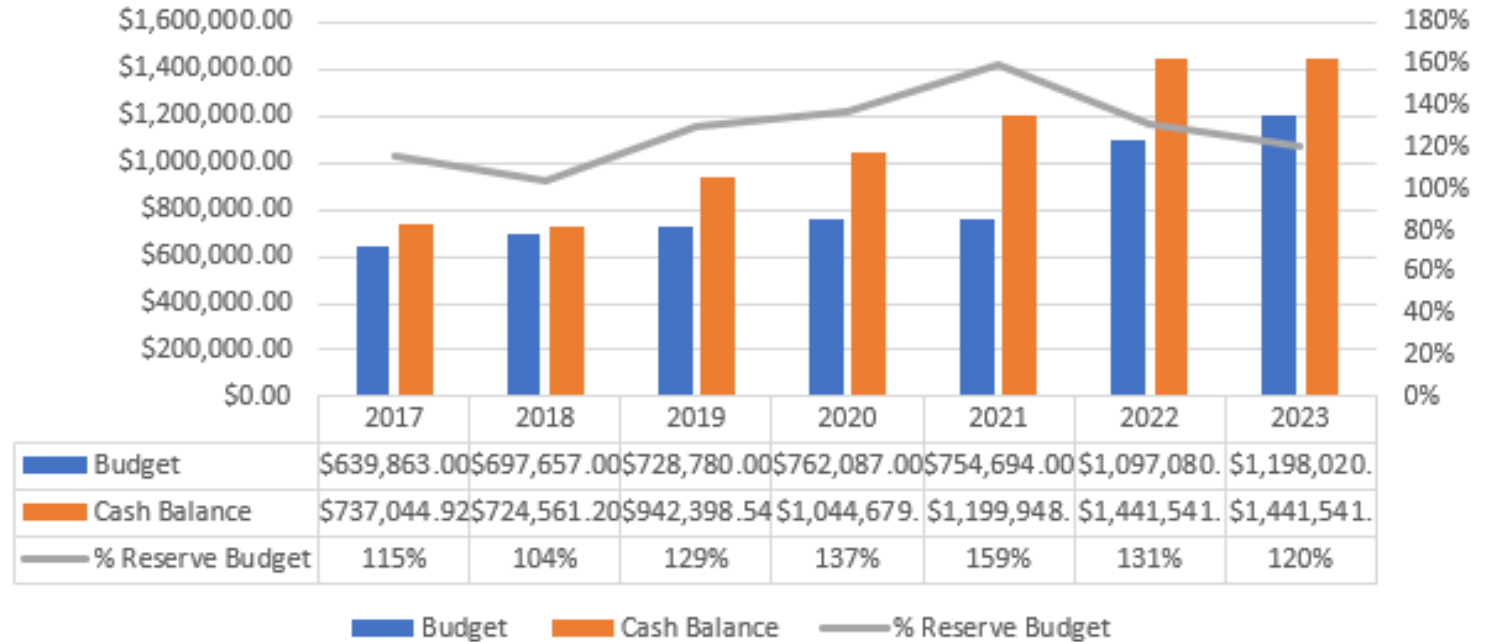
-Cash balance has increased annually since 2019

# Clerk Treasurer

## TOCL Financial Performance – Cont.

- **Process being measured:** Annual tracking of financial parameters (Budget, Disbursements, Cash Balance, % Reserve)
- **Performance Measurement (Metric):** \$/Year
- **Performance Objective:** Disbursements less than Budget, Cash Balance Reserve > 6 months expenditures

Tax Levy Funds (Form 3): % Reserve Budget  
Annual % Cash Reserve vs. Budget



Distribution of Cash by Fund Fiscal Year 2022	
General	\$268,872.13
MVH	\$221,630.62
CCD	\$497,513.17
LRS	\$23,812.21
LIT	\$70,981.00
Rainy Day	\$132,436.95
Econ Dev	\$118,170.76
Major Moves	\$99,632.09
Law Enf. Cont Ed	\$2,708.44
CCI	\$5,784.17
<b>Total</b>	<b>\$1,441,541.54</b>

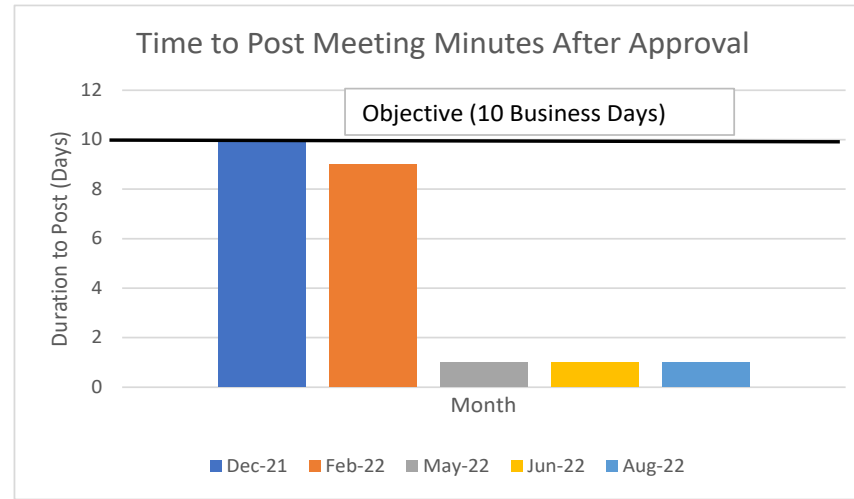
## Observations:

- Cash reserve has increased \$717K since 2018; 2022 est. total is \$1.4M across funds
- Cash reserve is estimated to be 120% of Towns budgeted expenses in 2022
- 2022 & 2023 reserves are more reflective of a "true reserve" as budgets include risk mitigation costs

# Clerk Treasurer Cont.

## Meeting Minute Timeliness

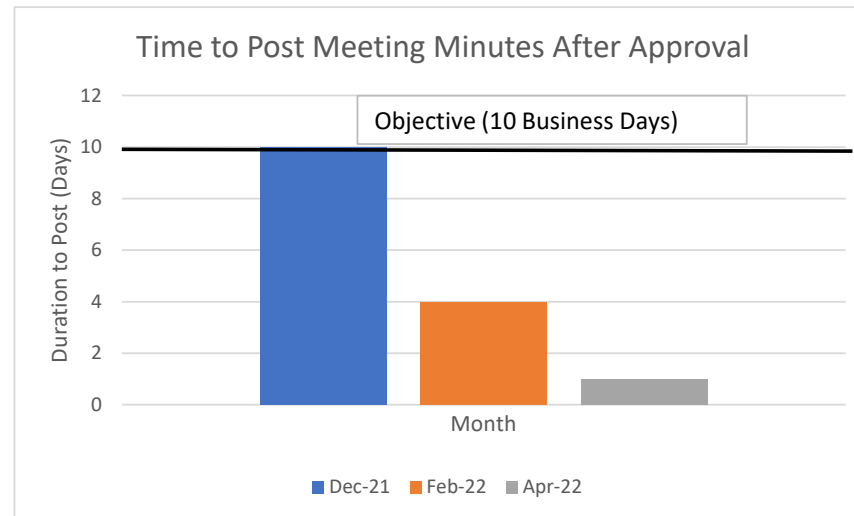
- **Process being measured:** Preparation and posting of Plan Commission & BZA meeting minutes
- **Performance Measurement (Metric):** Time to post minutes after Board approval
- **Performance Objective:** Post on Town Web page within 10 days of Board approval



### PC Minutes Pending Board Approval

-11/1/22 Regular Session

-Board approval anticipated at next regular session



### BZA Minutes Pending Board Approval

-None

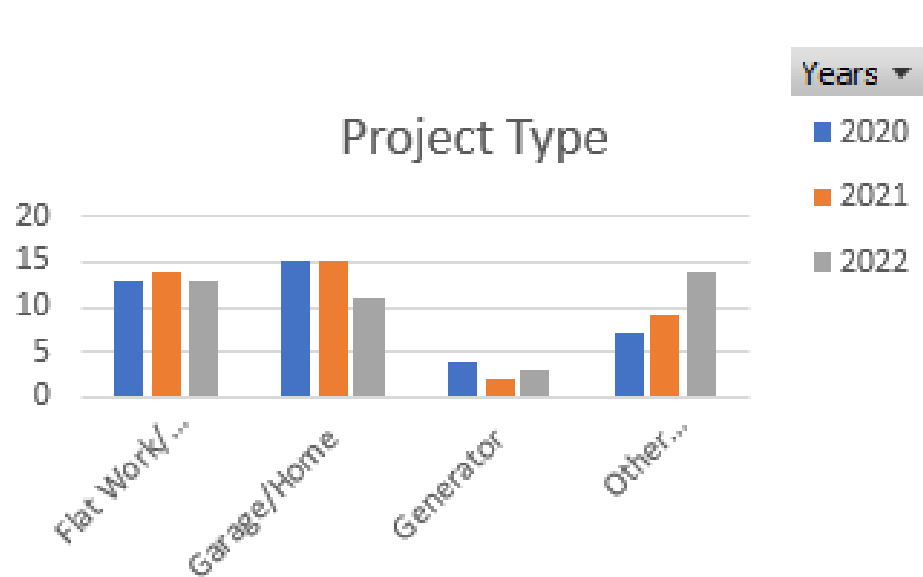
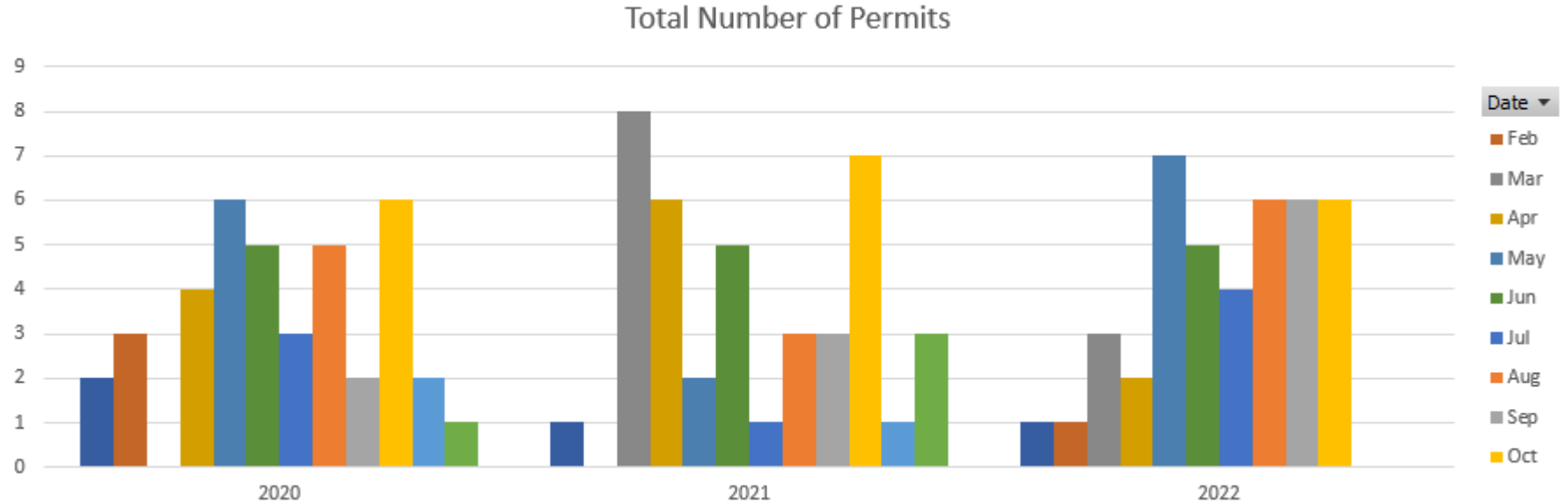
-Board approval anticipated at next regular session



# Zoning Administrator

## Number of ILPs Submitted by Month

- **Process being measured:** ILP Applications
- **Performance Measurement (Metric):** Demand on Zoning Administration Office
- **Performance Objective:** 2 per month (TBR)



# Zoning Administrator

## ILP Approval Time (Avg)

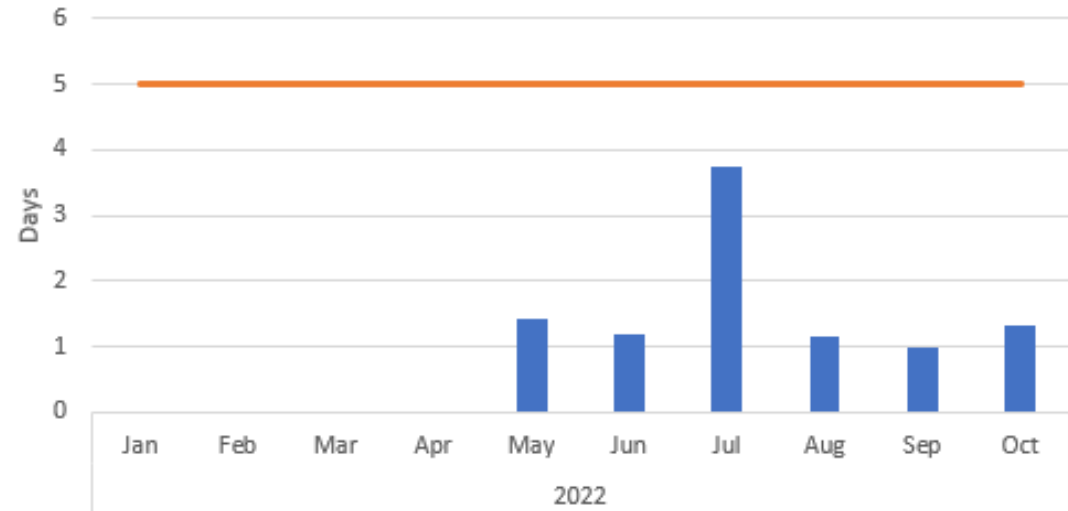
- **Process being measured:** ILP compliance assessment
- **Performance Measurement (Metric):** Duration required for ILP approval once all required information is received
- **Performance Objective:** Complete compliance assessment within 5 days

## ILP Application Materials

- **Process being measured:** Applicants compliance to ILP information requirements
- **Performance Measurement (Metric):** # of ILPs received with required information
- **Performance Objective:** 90% of all ILPs have the required information

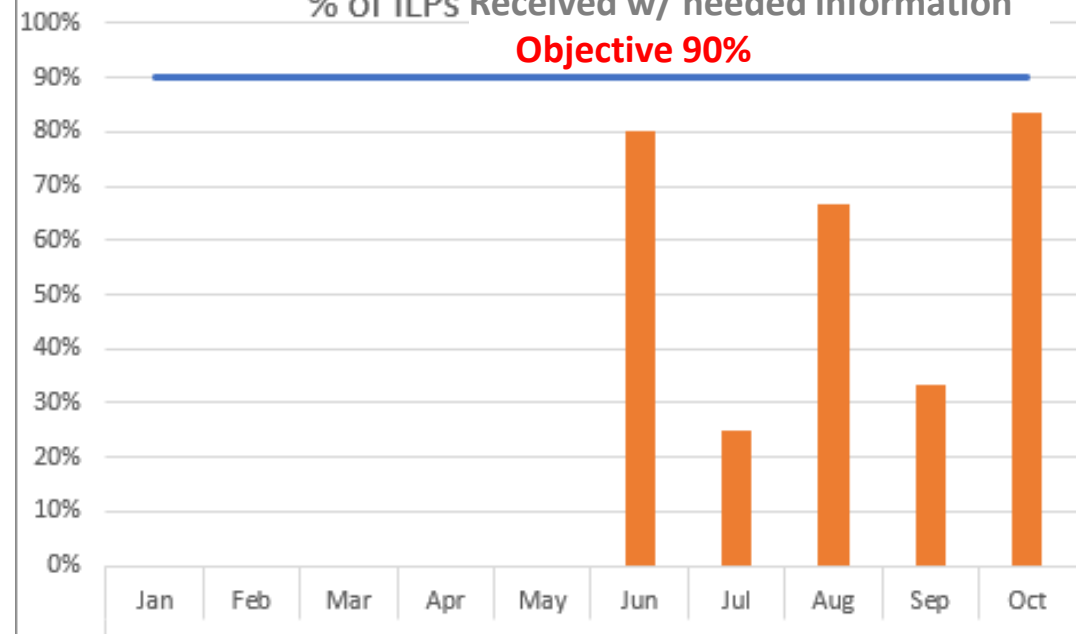
## Average time to approve ILP

*Objective: 5 Business Days*



## % of ILPs Received w/ needed information

*Objective 90%*

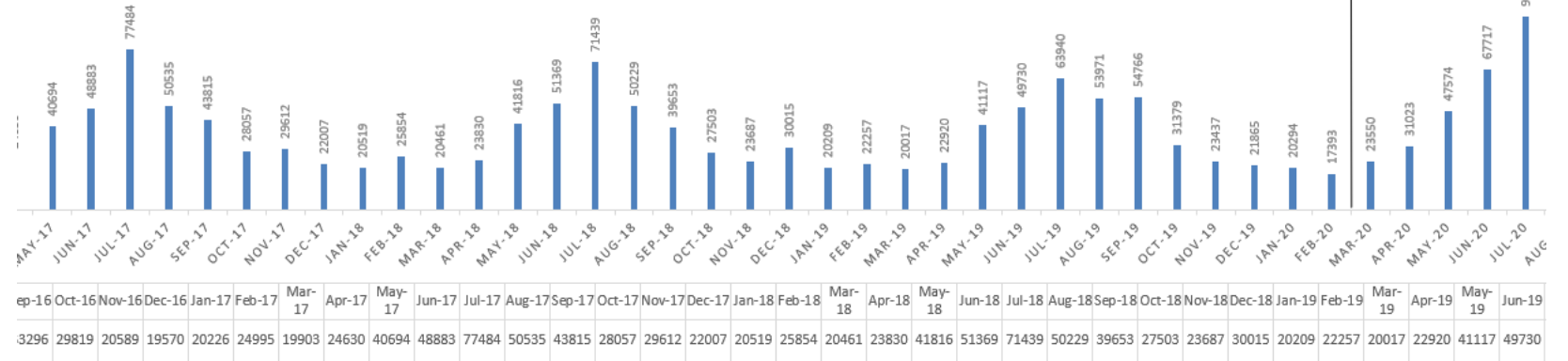


# Street & Utility Superintendent

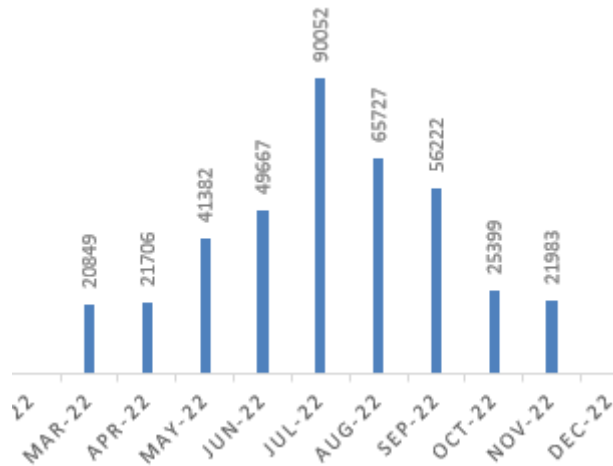
## Sewer Flow Rate

- **Process being measured:** Lift Station Transfer Rate
- **Performance Measurement (Metric):** Average Sewage Transfer (Monthly, Peak & Yearly)
- **Performance Objective:** Measure of System Process Rate

AVG DAILY FLOW (GALLONS)



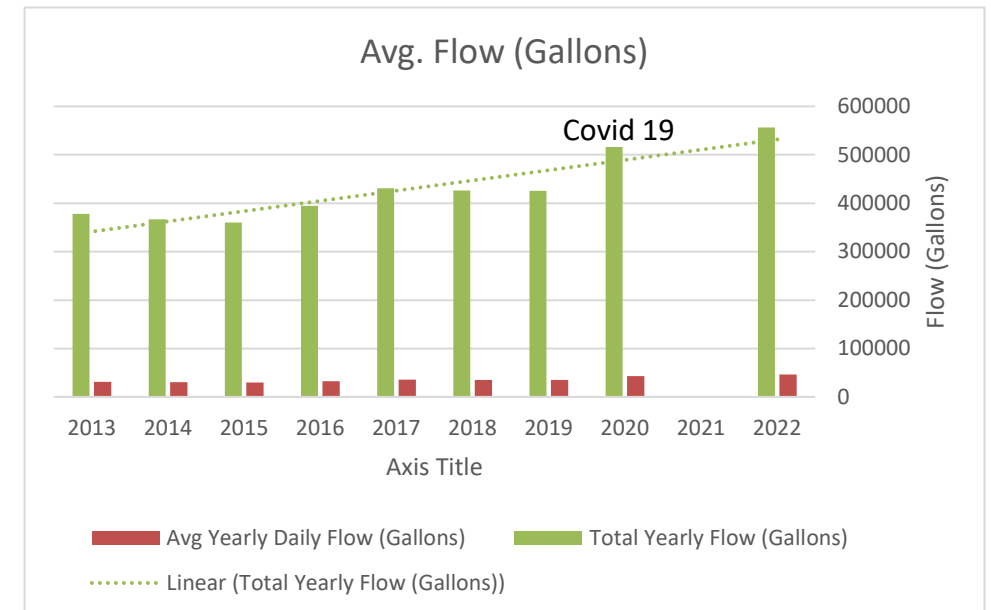
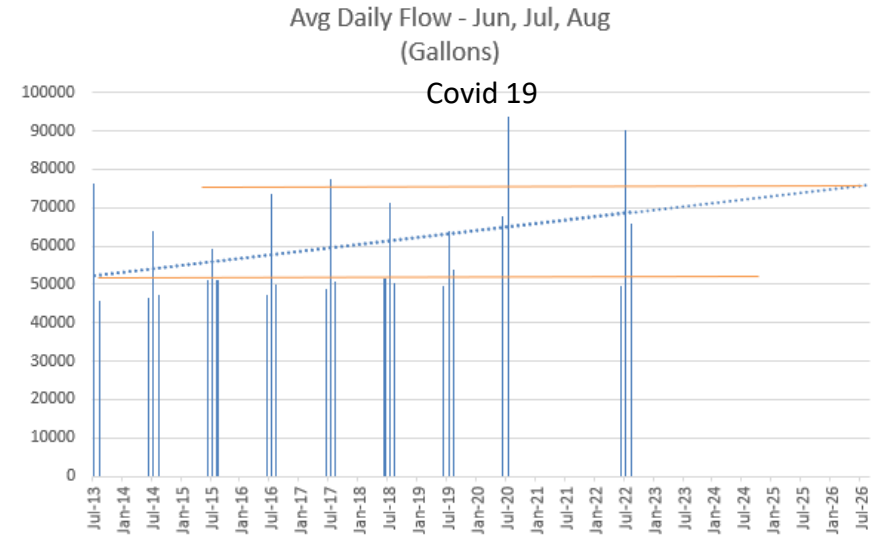
## Resuming Metric Post Lift Station Upgrade



# Street & Utility Superintendent Cont.

## Sewer Flow Rate

- **Process being measured:** Lift Station Transfer Rate
- **Performance Measurement (Metric):** Average Sewage Transfer (Monthly, Peak & Yearly)
- **Performance Objective:** Measure of System Process Rate



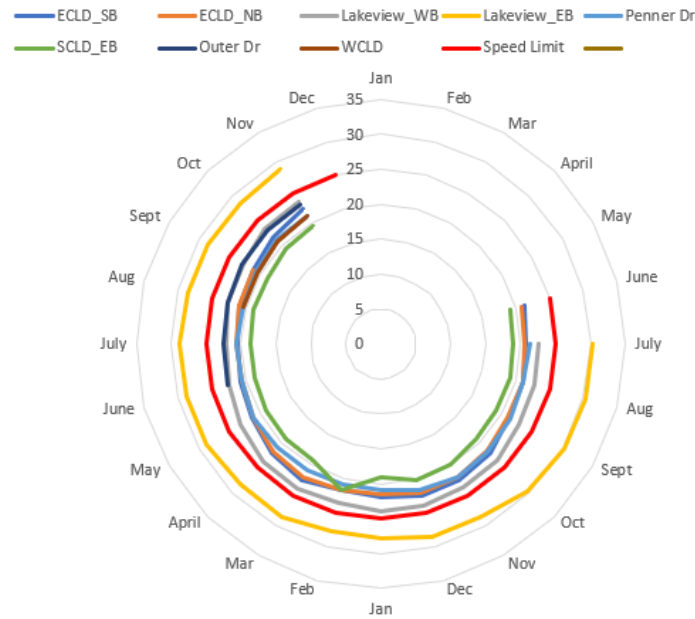
# Town Marshal

## Road Congestion & Compliance to Speed Limit

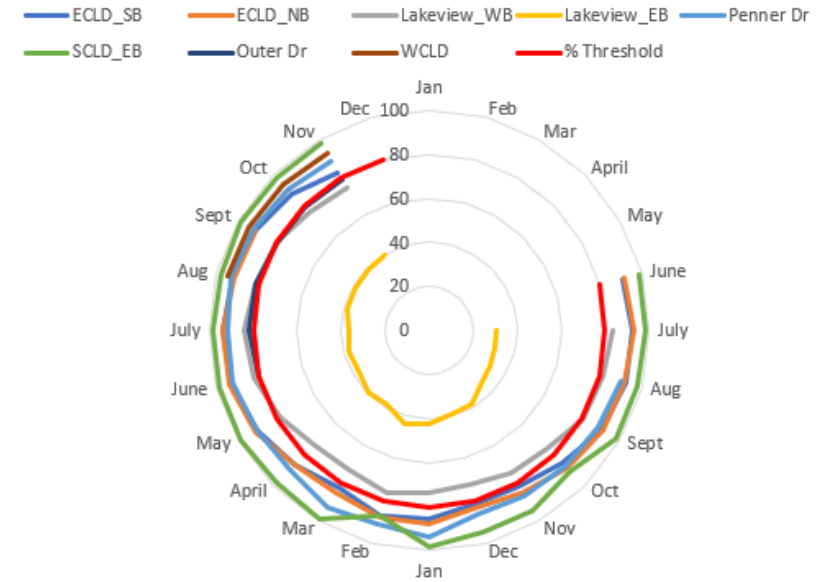
- **Process being measured:**  
Enforcement of Vehicle Speeds  
Road Congestion
- **Performance Measurement (Metric):** Vehicle Speeds & # of Vehicles
- **Performance Objective:**  
100%  $\leq$  25mph



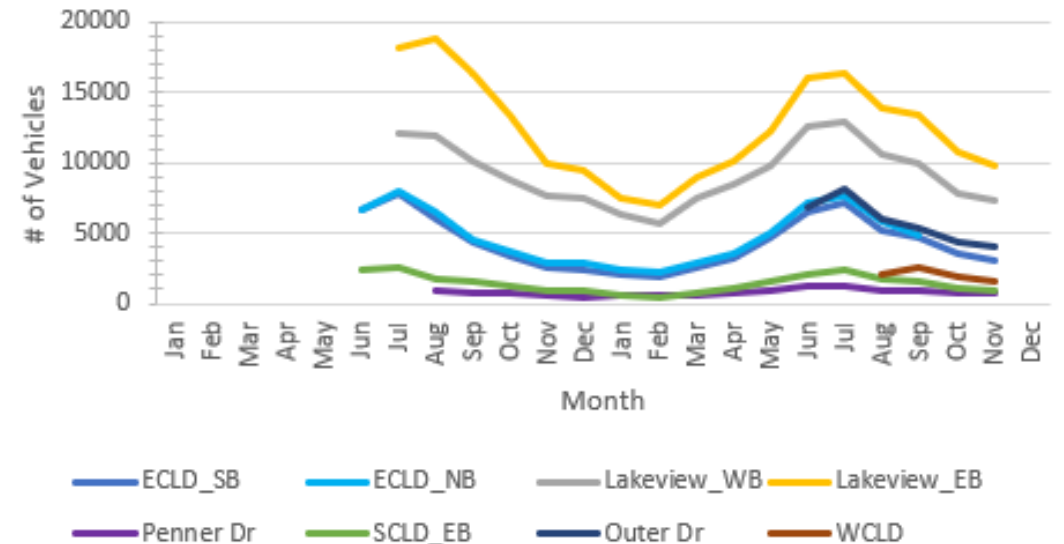
Avg. Speed by Location (MPH)



$\leq 25$  MPH by Location (%)



# of Vehicles by Month



# LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # LG200290

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and Town of Clear Lake, a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$288,000.00** (the “Grant”), representing **75%** of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

## FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

## 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

## 3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

**5. Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
  - i. must immediately repay all grant funds provided to the State; and
  - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **25%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **75% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$288,000.00**. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **25%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **25%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.



Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

#### **9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N955  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Indiana Department of Transportation  
Donya LaRue  
5333 Hatfield Road  
Fort Wayne, IN 46808  
Email: dlarue@indot.in.gov

- C. Notices to the Grantee shall be sent to:

Town of Clear Lake  
Bob Hull  
111 Gecowets Drive  
Clear Lake, IN 46737  
Email: superintendent@townofclearlake.org

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.** N/A

**25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**26. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**AGREEMENT TO USE ELECTRONIC SIGNATURES**

(Applicable to only to Grant Agreements processed through SCM)

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Town of Clear Lake

Indiana Department of Transportation

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

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

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Joseph McGuinness, Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**

Indiana Department of Administration

**Approved by:**

State Budget Agency

By: \_\_\_\_\_ (for)  
Lesley A. Crane, Commissioner

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED as to Form and Legality:**

***Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 13, 2019.***

**FA 19-45**

This instrument was prepared by the undersigned attorney:

\_\_\_\_\_  
Attorney:  
Indiana Department of Transportation  
100 N. Senate Avenue  
Indianapolis, IN 46204

Date: \_\_\_\_\_

**ATTACHMENT A**

**PROJECT DESCRIPTION**

Des No: **2001471**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Small Structure Replacement**

Location:

<b>Route Name</b>	<b>From</b>	<b>To</b>
W CLEAR LAKE DR	50' West of Sunset Bay Ct	150' East of Sunset Bay Ct

Application ID: **9531**

A general scope/description of the Project is as follows:

This project includes approximately 200' of roadway improvements and the replacement of an existing deteriorating metal culvert.

**The maximum amount of state funds allocated to the Project is \$162,000.00**



**ATTACHMENT A**

**PROJECT DESCRIPTION**

Des No: **2001473**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Structural**

Location:

<b>Route Name</b>	<b>From</b>	<b>To</b>
CLEAR LAKE COVE	South Clear Lake Drive	750' North of South Clear L

Application ID: **9533**

A general scope/description of the Project is as follows:

This project includes approximately 750' of roadway improvements of milling, asphalt removal (patching), asphalt overlay, and drainage improvements.

**The maximum amount of state funds allocated to the Project is \$126,000.00**

ATTACHMENT B  
AWARD LETTER



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N901  
Indianapolis, Indiana 46204

PHONE: (317) 233-3680  
FAX: (317) 234-8365

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

April 17, 2020

Town of Clear Lake  
Molly Wehrenberg  
111 Gecowets Drive  
Fremont, IN 46737

RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Molly Wehrenberg:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
9531	\$162,000.00	All
9533	\$126,000.00	All
<b>TOTAL</b>	<b>\$288,000.00</b>	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 75 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact David Armstrong, (260) 969-8277 or [darmstrong@indot.in.gov](mailto:darmstrong@indot.in.gov).

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Eaton-McKalip".

Director of Local Programs  
Indiana Department of Transportation



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758  
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

**Eric Holcomb, Governor**  
**Michael Smith, Commissioner**

December 06, 2022

Clear Lake  
Darin Thorp  
111 Gecowets Drive  
Fremont, IN 46737

RE: Community Crossing Matching Grant Fund 2022-2

Dear Darin Thorp:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2022-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$1,000,000.00 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). INDOT will be transmitting an award letter in the upcoming weeks.

The Community Crossings Matching Grand Funds, which are administered by INDOT, will be used for funding up to 75 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Eric J. Holcomb, Governor

Michael Smith, INDOT Commission

RESOLUTION NO. 07-2022

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CLEAR LAKE INDIANA CONCERNING  
AUTHORIZATION FOR EXECUTION OF INDOT AGREEMENTS

**WHEREAS** Indiana Code Chapter 36-1-3 permits any unit in the State of Indiana to exercise any power or to perform any function necessary to the public interest in the context of its governmental or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity.

**WHEREAS** the Town Council of the Town of Clear Lake, Indiana is the Town legislative and executive body and is by law authorized to adopt ordinances and resolutions for the administration of Town of Clear Lake legal and financial affairs;

**WHEREAS** the Indiana Department of Transportation has requested specific written authority for the execution of INDOT Agreements when all members of the executive body do not sign;

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

1. Authorization. \_\_\_\_\_ of the Clear Lake Town Council is hereby authorized and confirmed to have the authority to execute any INDOT agreements and all other documents related thereto, and all documents related to any INDOT Grant Programs for and on behalf of and to bind the Town Council of the Town of Clear Lake, Indiana.
2. Ratification. The Town Council of the Town of Clear Lake, Indiana hereby ratifies all prior agreements and associated documents executed by the President of the Town Council for the Town of Clear Lake, Indiana prior to the effective date of this Resolution.
3. Effective Date. This Resolution is effective immediately upon its date of adoption. RESOLVED this 20th day of December 2022.

Town Council of the Town of Clear Lake, Indiana

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Darin Thorp

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Dan Rippe

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Brent Schlosser

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Molly Weber

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George Schenkel

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Attested By: Jessica Swander, Clerk Treasurer

Signing Authority Inforamtion

Please complete the following information.

LPA Name:	
<b>1 - Signer Name:</b>	
<b>1 – Signer Email:</b>	
<b>1 – Signer Cell Phone Number:</b>	
2 - Signer Name:	
2 – Signer Email:	
2 – Signer Cell Phone Number:	
3 - Signer Name:	
3 – Signer Email:	
3 – Signer Cell Phone Number:	
4 - Signer Name:	
4 – Signer Email:	
4 – Signer Cell Phone Number:	

## Outstanding Check List

To be voided

Per 2017 Indiana Code 5.11.10.5-2 and 2018 Indiana Code 5.11.10.5-3

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
05/12/2016	2173	Robert Darling	\$2.75
07/01/2016	2198	Menards	\$49.72
08/15/2016	2219	Menards	\$6.52

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TOTAL \$ 2,634.24

**TOWN OF CLEAR LAKE, INDIANA ORDINANCE NO. 2022-16**

**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 waste within the Town, in furtherance of the health and safety of the residents of the Town; and,

**WHEREAS**, following competitive bidding, the Solid Waste Collection Contract (the “contract”) was recently awarded, which contains pick up requirements; and

**WHEREAS**, section of Chapter 52 does not account for the necessary pick up changes for the new contract; 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.

**Section 1.** Section 52.03(D), **Pick Up**, shall be amended to read as follows:

- (1) Containers (carts) from each residence shall be placed facing the road and between three (3) and seven (7) feet of the pavement's edge no sooner than 24 hours prior to scheduled pick up beginning January 1, 2023.
- (2) Residents must remove their containers (carts) from corrals if corrals are used and place them within the roadside standards listed in section 1.1.

**Section 2.** This Ordinance shall amend or repeal and replace any previously adopted ordinance in conflict herewith.

**Section 3.** 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 this 20<sup>th</sup> day of December 2022.

TOWN OF CLEAR LAKE, INDIANA



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DARIN THORP

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DAN RIPPE

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BRENT SCHLOSSER

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MOLLY WEBER

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GEORGE SCHENKEL

ATTESTED BY:

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JESSICA SWANDER, CLERK TREASURER



HAWK HAYNIE KAMMEYER & SMITH  
ATTORNEYS AT LAW

DAVID K. HAWK  
W. RANDALL KAMMEYER  
JEFFREY P. SMITH  
MICHAEL D. HAWK  
SARAH L. BLAKE  
MELISSA G. HAWK

GILMORE S. HAYNIE, JR.  
(1947-2014)

December 5, 2022

Clear Lake Town Council  
Town Hall  
111 Gecowets Drive  
Fremont, IN 46737

***Re: Contract for Employment of Attorney***

Dear Council Members:

Pursuant to your request to establish and memorialize a contractual relationship between an attorney and Town of Clear Lake, I herewith submit, for your consideration, a letter covering the term of my employment as your attorney, as well as the scope of the services provided by me or a member of my firm and the compensation therefor.

If the following is acceptable, I would respectfully request the return of a signed copy after adoption of an ordinance or resolution by the Town Council approving this proposed contract.

- I. **TERM.** The term of employment of the undersigned as your attorney shall cover the period January 1, 2023, and shall continue through December 31, 2023, subject to renewal at the option of the Town Council of the Town of Clear Lake, upon such other terms as the parties may agree to in writing.
- II. **SCOPE OF NORMAL AND USUSAL SERVICES.** The scope of the normal and usual services to be performed for the Town of Clear Lake shall be as follows:
  - (a) attendance, when requested, at regularly scheduled meetings of the Town Council, the Clear Lake Plan Commission, and the Clear Lake Board of Zoning Appeals;
  - (b) preparation and drafting of ordinances and resolutions for matters which regularly come before the Town Council of the Town of Clear Lake; and,

- (c) reviewing contracts and rendering opinions on matters which regularly come before the Town Council of the Town of Clear Lake.

III. COMPENSATION FOR NORMAL AND USUAL SERVICES. Attorney fees for the above-mentioned normal and usual services shall be billed monthly, with an itemized statement, at the rate of Two Hundred Fifty and 00/100 Dollars (\$250.00) per hour, payable following the next regularly scheduled Council meeting.

IV. SCOPE OF EXTRAORDINARY SERVICES. The scope of extraordinary services which are not included in the normal and usual services for which compensation has been previously indicated shall be as follows:

- (a) representation of the Town of Clear Lake, the Town Council of the Town of Clear Lake, the Clear Lake Plan Commission, the Clear Lake Board of Zoning Appeals, the Clerk-Treasurer of the Town of Clear Lake or any other elected official, officer/employee of the Town of Clear Lake in all court actions arising out of their official act or acts within the scope of their employment, or acting within their official capacity for the Town of Clear Lake, or any litigation, including appeals, relating to the enforcement of any town ordinance or any other claim against the Town of Clear Lake;
- (b) any matter relating to proposals for economic development within the Town of Clear Lake, including but not limited to, the development of an Economic Development Commission, Economic Development Bond Issues, preparation of ordinances for tax abatement and the like;
- (c) bond issues, whether as a general obligation bond of the Town of Clear Lake, or as a revenue bond for the Town of Clear Lake municipal utility;
- (d) annexation/land acquisition including, but not limited to representation in condemnation proceedings;
- (e) services rendered to any utility owned by the Town of Clear Lake.

V. COMPENSATION FOR EXTRAORDINARY SERVICES. The attorney fees for the aforementioned extraordinary services to be rendered under this

contract shall be at hourly rate which is equal to the normal and usual charges for said work as is customarily charged by the undersigned attorney or his law office in connection with the work performed, which fees and rate shall be reasonable and consistent with the fees and hourly rates generally charged in the community of practice in Allen and/or Steuben County, Indiana, for said work, not to exceed Two Hundred Sixty and 00/100 Dollars (\$260.00) per hour, or as may be agreed to by the parties, to be billed and paid in accordance with Section III above.

In accordance with Public Law 171-2011 (I. C. 22-5-1.7 et. seq.), as a term of this contract, the undersigned contractor understands and agrees to enroll and verify work eligibility status of all newly hired employees of the undersigned through the E-Verify Program ("Program"), and further understands that there is no requirement to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

In accordance with Public Law 171-2011, the undersigned verifies under the penalties for perjury that neither he nor the firm of which he is a member knowingly employ an unauthorized alien, whether newly hired or previously employed.

Respectfully submitted;

HAWK, HAYNIE, KAMMEYER & SMITH, LLP



David K. Hawk

DKH/ckm

Approved and accepted this \_\_\_\_\_ day of December, 2022.

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Darin Thorp, Council President

Town of Clear Lake  
Comprehensive Plan  
Review  
October 18, 2022

**Comprehensive Plan is permitted by the 500 Series of Title 36-7-4 of the Indiana Code (IC)**

**Purpose:**

- To promote public health, safety, morals, order, or the general welfare and for the sake of efficiency and economy in the process of development.
- To ensure that the needs of the whole community are considered, not just the benefits to individuals.
- Helps a community achieve a character of its own-one that residents of the community recognize and support.
- Residents, property owners, and community leaders will determine their community identity and values.

**Plan Elements (Requirements):**

1. A statement of objective for the future development of the jurisdiction;
2. A statement of policy for the land use development of the jurisdiction; and
3. A statement of policy for the development of public ways, public places, public lands, public structures, and public utilities.

**Plan Elements – Other:**

- In addition, the law provides for several optional elements, including flood control, natural resource protection, conservation, health and wellness, and character and identity to name a few.

**Plan Creation:**

- The Plan Commission is to prepare, adopt, and maintain a Comprehensive Plan that promotes orderly development, improve the health, safety, and welfare of its residents, and plan for the future development of the community.

**Plan Use:**

- The Unified Development Ordinance (UDO) is intended to guide the growth and development of the Town in accordance with the Town of Clear Lake Comprehensive Plan.
- The Board of Zoning Appeals (BZA) should uphold the Comprehensive Plan for any request for non-compliant UDO variances.

**Reference:**

- Indiana Code [36-7-4-500]
- American Planning Association, Indiana Chapter, Citizen Planner Guide, Chapter 7, Comprehensive Plans
- Clear Lake Unified Development Ordinance (UDO)
- Clear Lake Plan Commission Rules of Procedure