

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA
RESOLUTION NO.: 06-02-23

A RESOLUTION AUTHORIZING ENTRY INTO A JOINT INTERLOCAL COOPERATION EMERGENCY Y2006 WATER SUPPLY AGREEMENT FOR EMERGENCY WATER SUPPLY AND UTILITY SERVICES ASSISTANCE FROM THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, FOR THE BENEFIT OF THE RESIDENTS AND WATER UTILITY CUSTOMERS/RATEPAYERS OF THE TOWN OF ST. JOHN.

WHEREAS, the Town of St. John, Lake County, Indiana, (hereinafter "Town of St. John") is a unit of local government empowered by the provisions of Title 36 of the Indiana Code, as amended from time to time, to enter into Joint Local Cooperation Agreements with participating units of local government for the mutual benefit of the residents, citizens, utility customers, taxpayers and/or ratepayers of the participating units; and

WHEREAS, the Town of St. John is experiencing conditions with water filtration and treatment facilities due to capital improvements in said facilities, and the Town of St. John has requested that the Town of Schererville, Lake County, Indiana (hereinafter "Town of Schererville") provide an emergency water supply to the Town of St. John for a limited time; and

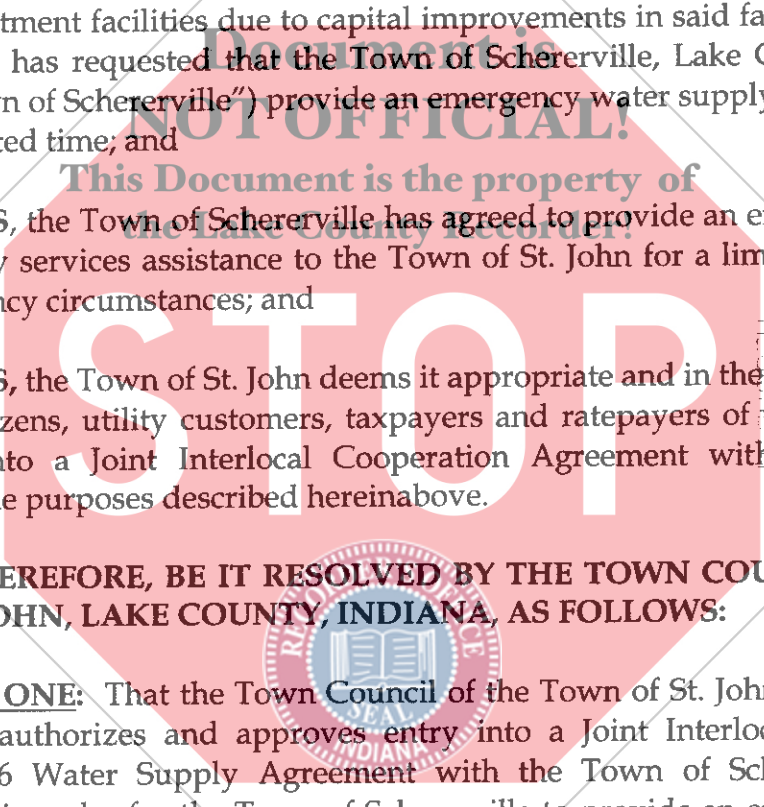
WHEREAS, the Town of Schererville has agreed to provide an emergency water supply and utility services assistance to the Town of St. John for a limited time based upon the emergency circumstances; and

WHEREAS, the Town of St. John deems it appropriate and in the best interest of the residents, citizens, utility customers, taxpayers and ratepayers of the Town of St. John to enter into a Joint Interlocal Cooperation Agreement with the Town of Schererville for the purposes described hereinabove.

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

SECTION ONE: That the Town Council of the Town of St. John, Lake County, Indiana, hereby authorizes and approves entry into a Joint Interlocal Cooperation Emergency Y2006 Water Supply Agreement with the Town of Schererville, Lake County, Indiana, in order for the Town of Schererville to provide an emergency water supply and utility services assistance to the Town of St. John, and its residents, citizens, utility customers, taxpayers and ratepayers, all of which is contained in the Agreement attached hereto, included herein, and incorporated by reference.

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SECTION TWO: That the Town Manager is hereby authorized and permitted to enter into a Joint Interlocal Cooperation Emergency Y2006 Water Supply Agreement for the purposes provided hereinabove, pursuant to the applicable provisions of Indiana Code §36-1-7-1, *et seq.*, as amended from time to time, and that the Town Clerk-Treasurer is hereby authorized to attest the execution of said Agreement by the Town Manager.

SECTION THREE: That the Resolution authorizing the entry into a Joint Interlocal Cooperation Emergency Y2006 Water Supply Agreement for the provision of emergency water supply and services assistance to the Town of St. John, shall take effect, and be in full force and effect from and after its passage by the Town Council of the Town of St. John, Lake County, Indiana.

ALL OF WHICH IS RESOLVED, PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, THIS 23rd DAY OF FEBRUARY, 2006.

**TOWN COUNCIL, TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA, a
Municipal Corporation**

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**


Michael S. Fryzel, President

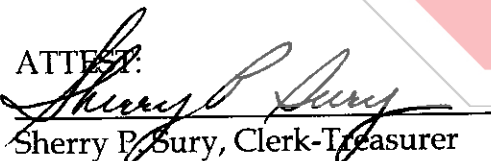

Jerri A. Teibel, Vice-President


Mark Barenie, Member


Charles Pearson, Member


Gregory J. Volk, Member

ATTEST:


Sherry P. Bury, Clerk-Treasurer

JOINT INTERLOCAL COOPERATION
EMERGENCY Y2006 WATER SUPPLY AGREEMENT

This Joint Interlocal Cooperation Agreement is made and entered into in accordance with the provisions of I.C. §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, (hereinafter "SCHERERVILLE") and the TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, (hereinafter "ST. JOHN"), both political subdivisions organized and operating under the laws of the State of Indiana.

RECITALS

WHEREAS, SCHERERVILLE and ST. JOHN are units of local government empowered by the provisions of Indiana Code § 36-1-7, *et seq.*, as amended from time to time, known as the Joint Interlocal Cooperation Act, to enter into Joint Local Cooperation Agreements with participating units of local government for the mutual benefit of the residents, citizens, taxpayers and/or ratepayers of the participating units; and

WHEREAS, SCHERERVILLE and ST. JOHN are Municipal Corporations empowered by the aforesaid Joint Interlocal Cooperation Act, as amended from time to time, with authority to contract with other participating governmental entities on a basis of mutual advantage so as to better provide public services and facilities to the residents at a lesser cost; and

WHEREAS, SCHERERVILLE and ST. JOHN entered into a Joint Interlocal Cooperation Agreement to provide mutual emergency water utility services to the other Town, if necessary, in 2002 (hereinafter "Y2002 Agreement"), and this Agreement is in furtherance and in addition to the Y2002 Agreement; and

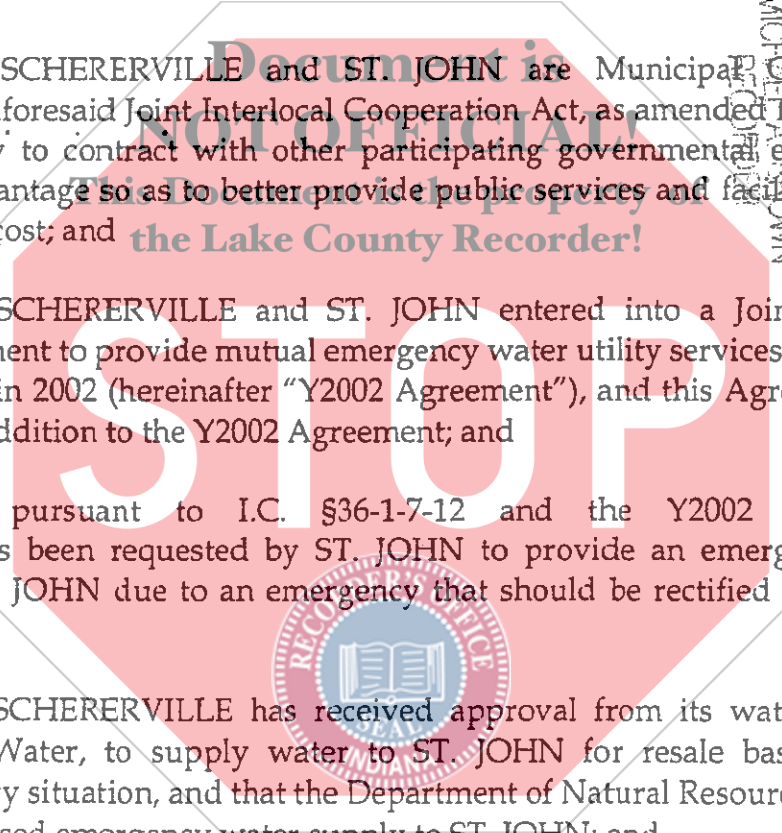
WHEREAS, pursuant to I.C. §36-1-7-12 and the Y2002 Agreement, SCHERERVILLE has been requested by ST. JOHN to provide an emergency water utility supply to ST. JOHN due to an emergency that should be rectified on or about June 1, 2006; and

WHEREAS, SCHERERVILLE has received approval from its water supplier, Indiana American Water, to supply water to ST. JOHN for resale based upon a temporary emergency situation, and that the Department of Natural Resources has been notified of the proposed emergency water supply to ST. JOHN; and

WHEREAS, SCHERERVILLE and ST. JOHN each seek to enter into a Joint Interlocal Cooperation Agreement, pursuant to the provisions of I.C. § 36-1-7, *et seq.*, as amended from time to time, for emergency water utility services and assistance to ST.

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LAKE COUNTY
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RECORDER



JOHN due to the current ST. JOHN emergency circumstances for the benefit of the residents of ST. JOHN, and whereby SCHERERVILLE has sufficient ability to provide aid and assistance to ST. JOHN.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions set forth herein, SCHERERVILLE and ST. JOHN, by their respective duly elected legislative bodies, hereby agree as follows, to-wit:

1. **PURPOSE:** The purpose of this Joint Interlocal Cooperation Agreement is to provide, and continue to provide, emergency water utility services and assistance to the residents of ST. JOHN, by providing and making available to ST. JOHN an adequate supply of water to customers due to the current ST. JOHN emergency circumstances, for the benefit of the residents of ST. JOHN, and whereby SCHERERVILLE has sufficient ability to provide said water utility service aid and assistance to ST. JOHN.

2. **GENERAL SCOPE AND INTENT:** The general intent and scope of this Joint Interlocal Cooperation Agreement is to provide ST. JOHN emergency water utility service and assistance for the residents of ST. JOHN jurisdictional municipal corporate area.

3. **FEES FOR WATER UTILITY SERVICE:** ST. JOHN shall pay \$1.70 per thousand gallons of water supplied to ST. JOHN based upon the costs identified in the attached Exhibit A. Additionally, ST. JOHN agrees to pay for any and all costs incurred by SCHERERVILLE in order to supply emergency water utility services to ST. JOHN during the duration of this Agreement, including, but not limited to, engineering, legal, electrical, mechanical, piping, accounting costs, and the additional electric costs for the U.S. 41 stand pipe station above the normal historical electric cost. Such data will be provided with billing invoice documents and claims. The Parties understand that SCHERERVILLE employee labor amounts are included in the stated per gallon rate for water and are not a separate recoverable cost. ST. JOHN shall pay the above-mentioned amounts within thirty (30) days of the receipt of an itemized SCHERERVILLE monthly invoice for the provided services. Interest will accrue at the rate of one percent (1%) per month on all balances unpaid after thirty (30) days of the ST. JOHN's receipt of monthly invoice.

4. **DURATION AND TERMINATION:** This Joint Interlocal Cooperation Agreement shall be in full force and effect from and after its passage and adoption by SCHERERVILLE and ST. JOHN up to and including June 1, 2006. Further, this Agreement is subject to renewal if the ST. JOHN emergency situation still exists for two (2) additional periods of one (1) month upon written notification from the ST. JOHN Town Manager to the SCHERERVILLE Town Manager, and written acceptance by the

SCHERERVILLE Town Manager based upon SCHERERVILLE's ability to continue to supply water utility services without risk to quantity or quality to the SCHERERVILLE water utility resident/ratepayers. Additionally, this Agreement shall automatically terminate and SCHERERVILLE may stop supplying emergency water utility services in the event that SCHERERVILLE violates any State or Federal laws or regulations by supplying water utility services to ST. JOHN. Further, SCHERERVILLE may suspend supplying water utility services to ST. JOHN in the event that SCHERERVILLE is unable to meet its resident/ratepayers' water utility demands. At least three (3) days advance notification will be provided of any such action to suspend supply water utility services. SCHERERVILLE shall provide written notice in the event that SCHERERVILLE must cease supplying water utility services to ST. JOHN based upon the foregoing.

5. **PUBLIC ACTION:** It is expressly acknowledged and stated that this Joint Interlocal Cooperation Agreement is executed and entered into by the Town of Schererville after action at a duly advertised Public Meeting of the Town Council of the Town of Schererville, Lake County, Indiana, a Municipal Corporation, on the 17th day of February, 2006, by a vote of 3 in favor and 0 against, and whereby the Town Manager and the Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver the Agreement herein.

6. **PUBLIC ACTION:** It is expressly acknowledged and stated that this Joint Interlocal Cooperation Agreement is executed and entered into by the of the Town Council of the Town of St. John, Lake County, Indiana, a Municipal Corporation, after action at a duly advertised Public Meeting of the Town Council of the Town of St. John, Lake County, Indiana, on the 23rd day of February, 2006, by a vote of 5 in favor and 0 against, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver the Agreement herein.


7. **WHEN EFFECTIVE:** This Joint Interlocal Cooperation Agreement shall be effective following its approval by the Schererville Town Council and St. John Town Council in conformance with applicable law.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals
this 23rd day of February, 2006.

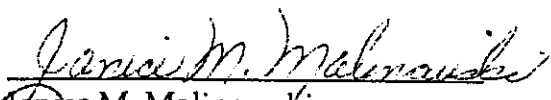
TOWN OF SCHERERVILLE, LAKE
COUNTY, INDIANA, a Municipal
Corporation.

By: 
Rob Guetzloff,
Town Council President

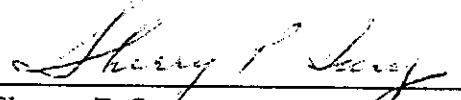
TOWN OF ST. JOHN, LAKE
COUNTY, INDIANA, a Municipal
Corporation.

By: 
Michael S. Fryzel,
Town Council President

Attest:


Janice M. Malinowski,
Scherverville Clerk-Treasurer

Attest:

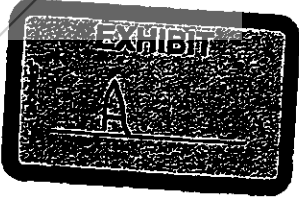
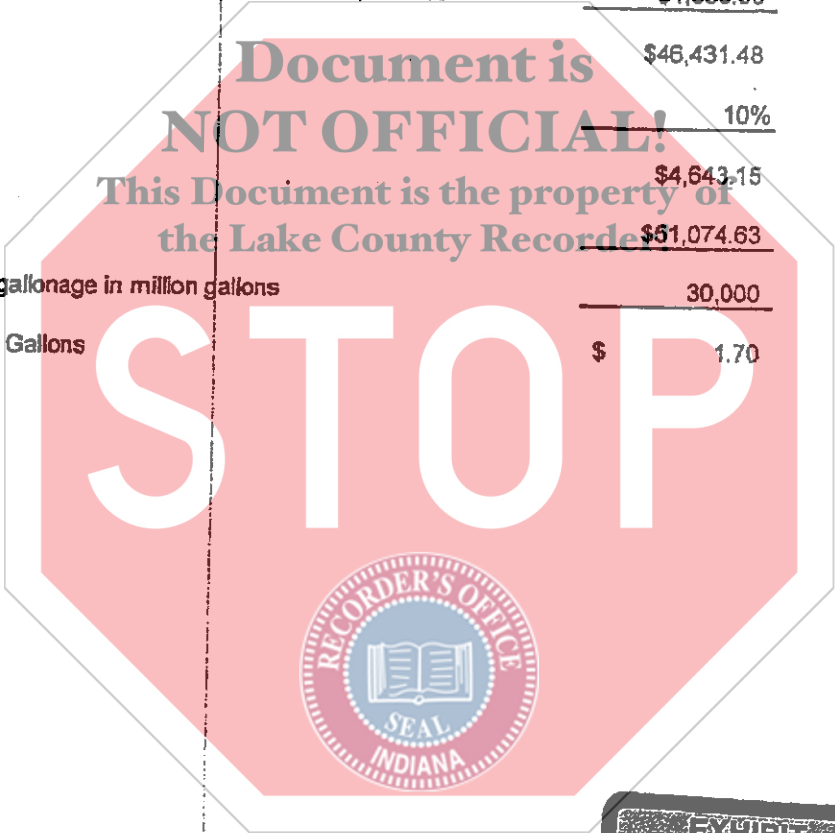

Sherry P. Sury,
St. John Clerk-Treasurer



Town of Schererville
Calculation of Water Rate to St. John

Cost of water purchased from Indiana American at Burr Street connection (averaging 16,800,000 gallons)

Sales	<u>30,000,000</u>	gallons		
	30,000,000			
First	20,700,000	gallons	\$1.5393	\$31,863.51
Over	<u>9,300,000</u>	gallons	1.3729	<u>12,767.97</u>
	30,000,000			\$44,631.48
Electric Costs	30,000,000		\$ 60.00	<u>\$1,800.00</u>
Sub-Total				\$46,431.48
Incidentals				<u>10%</u>
Sub-Total				\$4,643.15
Total Cost				<u>\$51,074.63</u>
Estimated Monthly	gallage in million gallons			<u>30,000</u>
Cost Per Thousand Gallons			\$	1.70



Handwritten signature or mark

Ms. Sherry P. Sury
 Clerk-Treasurer's Office
 10955 West 93rd Avenue
 St. John, Indiana 46373