

WHEREAS, in the opinion of the County Auditor, the public interests required that the Lake County Council, should be called to meet in regular session at this time, for the purpose of considering additional appropriations, a written notice was sent to each member of the Council, and proper advertisement made, and all other acts performed in accordance with the laws governing such matters.

And now in obedience to such call, come Ted Bilski, President, David Hamm, Charlie Brown, Daniel Dernulc, Christine Cid, Christian Jorgensen and Alfredo Menchaca County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of Minutes – November 9, 2021

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Motion carried 7-0.

Announcement of 2022 Meeting Dates

Brown made the motion, seconded by Dernulc, to approve the 2022 Meeting dates. Majority voted yes. Motion to approve carried 7-0.

The meeting dates are as follows:

January 11, 2022	July 12, 2022
February 8, 2022	August 9, 2022
March 8, 2022	September 13, 2022
April 12, 2022	October 11, 2022
May 10, 2022	November 15, 2022
June 14, 2022	December 13, 2022

ORDINANCE # 1466

Section 1. Be It Ordained by the County Council of Lake County, IN., that for the expenses of the County Government and its institutions, the following sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein appropriated, and shall be held to include all expenditures authorized to be made during the year unless otherwise expressly stipulated and provided by law.

	Appropriation Requested	Appropriated
Non-Reverting Self Insurance Fund 541		
<u>Lake County Commissioners 2900</u>		
43420 Insurance	\$80,000.00	\$8,000.00
Supplemental Adult Probation Fund 143		
<u>Criminal Courts 4000</u>		
43190 Other Professional Service	\$19,570.00	\$19,570.00
Problem Solving Court-Drug Court Grant Fund 426		
<u>Lake County Superior Court IV 4070</u>		
42410 Other Supplies	\$9,000.00	\$9,000.00
44490 Other Equipment	\$1,000.00	\$1,000.00
Lake County Community Development Admin Budget Fund 170		
<u>Economic Development 6100</u>		
41240 Group Insurance – Deduction	\$22,000.00	\$22,000.00
41260 Workman’s Comp. – Deduction	\$700.00	\$700.00

Adopted this 14th day of December, 2021.

TRANSFER OF FUNDS CERTIFICATE

I, the proper legal officer of Lake County Council, Lake County, IN., hereby certify to the Auditor of Lake County, that the Lake County Council, approved the following transfers:

	Requested	Approved
<u>Sheriff 0500</u>		
General Fund 001		
From: 001-41110 Office & Administrators	\$4,000.00	\$4,000.00
001-41140 Protective Services	\$45,000.00	\$45,000.00
001-41170 Skilled Craft Workers	\$6,000.00	\$6,000.00
001-41190 Part-Time	\$25,000.00	\$25,000.00
001-41198 FTO Training	\$8,000.00	\$8,000.00
001-41329 Board Member Per Diem	\$8,000.00	\$8,000.00
001-41336 Lateral Pay	\$30,000.00	\$30,000.00
001-41337 Differential Pay	\$30,000.00	\$30,000.00
001-41338 Proficiency/Specialty Pay	\$30,000.00	\$30,000.00
001-42210 Petroleum Products	\$25,000.00	\$25,000.00
001-43730 Property Rental	\$24,000.00	\$24,000.00
To: 001-41201 COVID Incentive Pay	\$80,000.00	\$80,000.00
001-41370 Holiday Pay	\$15,000.00	\$15,000.00
001-42230 Clothing	\$40,000.00	\$40,000.00
001-43620 Equipment Repair	\$48,550.00	\$48,550.00
001-43995 Other Services & Charges	\$13,350.00	\$13,350.00
001-43910 Dues & Subscriptions	\$100.00	\$100.00
001-44420 Office Machines	\$38,000.00	\$38,000.00
 <u>Coroner's Office 0700</u>		
General Fund 001		
From: 001-43130 Toxicology Lab	\$35,000.00	\$35,000.00
001-43190 Other Professional Service	\$4,000.00	\$4,000.00
To: 001-41201 COVID Incentive Pay	\$39,000.00	\$39,000.00
 <u>Prosecutor IV-D 0850</u>		
General Fund 001		
From: 001-41190 Part-Time	\$900.00	\$900.00
001-41210 Longevity – Deduction	\$900.00	\$900.00
 <u>County Assessor 0900</u>		
General Fund 001		
From: 001-43235 Travel – Mileage	\$5,000.00	\$5,000.00
001-43190 Other Professional Services	\$10,000.00	\$10,000.00
To: 001-44410 Furniture & Fixtures	\$15,000.00	\$15,000.00
 <u>County Assessors 0900</u>		
Reassessment 2015 Fund 337		
From: 337-43145 Legal Services	\$2,000.00	\$2,000.00
To: 337-42230 Clothing	\$2,000.00	\$2,000.00
 <u>Calumet Township Assessor 1000</u>		
General Fund 001		
From: 001-41130 Technicians	\$2,000.00	\$2,000.00
To: 001-41350 Assessor Certification	\$2,000.00	\$2,000.00
 <u>Calumet Township Assessor 1000</u>		
Reassessment 2015 Fund 337		
From: 337-41100 Overtime	\$2,000.00	\$2,000.00
To: 337-41190 Part-Time	\$2,000.00	\$2,000.00
 <u>Combined Election & Registration 2100</u>		
General Fund 001		
From: 001-41100 Overtime	\$100.00	\$100.00
To: 001-41210 Longevity - Deduction	\$100.00	\$100.00
 <u>Combined Election & Registration 2100</u>		
General Fund 001		
From: 001-43310 Printing	\$3,000.00	\$3,000.00
To: 001-44490 Other Equipment	\$3,000.00	\$3,000.00

Lake County Commissioners 2900

Non-Reverting Self Insurance Fund 541

From: 541-41245 Ancillary Self Insurance – Deduct.	\$100,000.00	\$100,000.00
541-41398 Payroll Court Judgement	\$100,000.00	\$100,000.00
To: 541-43420 Insurance	\$200,000.00	\$200,000.00

Fairgrounds 2920

General Fund 001

From: 001-41380 Seasonal Employees	\$260.00	\$260.00
To: 001-41210 Longevity – Deduction	\$260.00	\$260.00

Public Works 2950

General Fund 001

From: 001-42210 Petroleum Products	\$3,000.00	\$3,000.00
To: 001-42310 Equipment Repair Parts	\$3,000.00	\$3,000.00

Jail 3100

General Fund 001

From: 001-41101 Overtime Regular	\$30,000.00	\$30,000.00
001-41120 Professionals	\$70,000.00	\$70,000.00
001-41130 Technicians	\$18,000.00	\$18,000.00
001-41140 Protective Services	\$270,000.00	\$270,000.00
001-41160 Office & Clerical	\$15,000.00	\$15,000.00
001-41338 Proficiency/Specialty Pay	\$15,000.00	\$15,000.00
To: 001-43148 Medical Deductible	\$200,000.00	\$200,000.00
001-41370 Holiday Pay	\$4,000.00	\$4,000.00
001-42240 Household	\$8,231.00	\$8,231.00
001-43630 Maintenance & Service	\$205,769.00	\$205,769.00

Jail 3100

Public Safety CAGIT Fund 010

From: 010-44490 Other Equipment	\$21,763.00	\$21,763.00
To: 010-44420 Office Machines	\$21,763.00	\$21,763.00

Jail 3100

Misdemeanant Co. Jail Housing Fund 152

From: 152-41240 Group Insurance – Deduction	\$5,356.00	\$5,356.00
To: 152-41160 Office & Clerical	\$4,286.00	\$4,286.00
152-41220 FICA – Deduction	\$380.00	\$380.00
152-41230 PERF – Deduction	\$650.00	\$650.00
152-41260 Workman's Comp. – Deduction	\$40.00	\$40.00

Circuit Courts 3800

General Fund 001

From: 001-41140 Protective Services	\$640.00	\$640.00
To: 001-41210 Longevity – Deduction	\$640.00	\$640.00

Criminal Div. Public Defender 4002

General Fund 001

From: 001-43190 Other Professional Service	\$6,000.00	\$6,000.00
To: 001-42110 Office Supplies	\$6,000.00	\$6,000.00

Lake Sup. Court County Division Room 1 4030

General Fund 001

From: 001-41190 Part-Time	\$200.00	\$200.00
To: 001-41210 Longevity – Deduction	\$200.00	\$200.00

Lake Sup. Court County Division Room 2 4040

Supplemental Adult Probation Fund 143

From: 143-41190 Part-Time	\$220.00	\$220.00
To: 143-41210 Longevity – Deduction	\$220.00	\$220.00

LADOS Division 2 4042

Division II LADOS Fund 218

From: 218-41220 FICA – Deduction	\$220.00	\$220.00
To: 218-41210 Longevity – Deduction	\$220.00	\$220.00

Juvenile Court/C.A.S.A. 4150

General Fund 001

From: 001-44490 Other Equipment	\$800.00	\$800.00
To: 001-43910 Dues & Subscriptions	\$200.00	\$200.00
001-42410 Other Supplies	\$600.00	\$600.00

Juvenile Court/C.A.S.A. 4150

LC C.A.S.A. Capacity Building Grant Fund 377

From: 337-41130 Technicians	\$7,000.00	\$7,000.00
To: 337-42110 Office Supplies	\$500.00	\$500.00
337-43320 Advertising	\$2,000.00	\$2,000.00
337-43920 Food & Lodging	\$1,000.00	\$1,000.00
337-44420 Office Machines	\$1,500.00	\$1,500.00
337-43235 Travel-Mileage	\$2,000.00	\$2,000.00

County Highway 5011/ Gen Undistributed Motor Expenses 5013/ Motor Vehicle 5017

County Highway Fund 102

From: 5011-44410 Furniture & Fixtures	\$20,000.00	\$20,000.00
5011-43233 Travel – Lodging	\$3,000.00	\$3,000.00
5011-43231 Travel – Registration	\$2,000.00	\$2,000.00
5017-43510 Utilities	\$40,000.00	\$40,000.00
5017-43710 Equipment Rentals	\$40,000.00	\$40,000.00
5013-42210 Petroleum Products	\$18,000.00	\$18,000.00
To: 5011-43610 Building & Structures	\$123,000.00	\$123,000.00

Gen Undistributed Motor Expenses 5013

County Highway Fund 102

From: 102-42210 Petroleum Products	\$10,000.00	\$10,000.00
To: 102-42310 Equipment Repair Parts	\$10,000.00	\$10,000.00

Economic Development 6100

General Fund 001

From: 001-42410 Other Supplies	\$1,441.00	\$1,441.00
To: 001-41210 Longevity – Deduction	\$1,441.00	\$1,441.00

NAY

AYE
Ted Bilski
David Hamm
Daniel Dernulc
Alfredo Menchaca
Christine Cid
Charlie Brown
Christian Jorgensen

Additional

Made Motion Seconded

Non-Reverting Self Insurance Fund 541

Lake County Commissioners 2900 (\$80,000)	Dernulc	Jorgensen	Majority voted yes. Motion carried 7-0.
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Supplemental Adult Probation Fund 143

Criminal Courts 4000 (\$19,570)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
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Problem Solving Court-Drug Court Grant Fund 426

Lake County Superior Court IV 4070 (\$10,000)	Hamm	Cid	Majority voted yes. Jorgensen voted to abstain. Motion carried 6-yes,1-abstention
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Lake County Community Development Admin Budget Fund 170

Economic Development 6100 (\$22,700)	Brown	Cid	Majority voted yes. Motion carried 7-0.
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Transfers

	Made Motion	Seconded	
<u>Sheriff 0500</u> General Fund 001 (\$235,000)	Cid	Menchaca	Majority voted yes. Motion carried 7-0.
<u>Coroner's Office 0700</u> General Fund 001 (\$39,000)	Cid	Menchaca	Majority voted yes. Motion carried 7-0.
<u>Prosecutor IV-D 0850</u> General Fund 001 (\$900)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
<u>County Assessor 0900</u> General Fund 001 (\$15,000)	Hamm	Cid	Majority voted yes. Motion carried 7-0.
<u>County Assessors 0900</u> Reassessment 2015 Fund 337 (\$2,000)	Hamm	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Calumet Township Assessor 1000</u> General Fund 001 (\$2,000)	Hamm	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Calumet Township Assessor 1000</u> Reassessment 2015 Fund 337 (\$2,000)	Hamm	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Combined Election & Registration 2100</u> General Fund 001 (\$100)	Menchaca	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Combined Election & Registration 2100</u> General Fund 001 (\$3,000)	Menchaca	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Lake County Commissioners 2900</u> Non-Reverting Self Insurance Liability Fund 541 (\$200,000)	Dernulc	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Fairgrounds 2920</u> General Fund 001 (\$260)	Menchaca	Dernulc	Majority voted yes. Motion carried 7-0.
<u>Public Works 2950</u> General Fund 001 (\$3,000)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
<u>Jail 3100</u> General Fund 001 (\$418,000)	Dernulc	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Jail 3100</u> Public Safety CAGIT Fund 010 (\$21,763)	Dernulc	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Jail 3100</u> Misdemeanant Co. Jail Housing Fund 152 (\$5,356)	Dernulc	Jorgensen	Majority voted yes. Motion carried 7-0.
<u>Circuit Courts 3800</u> General Fund 001 (\$640)	Jorgensen	Hamm	Majority voted yes. Motion carried 7-0.

Criminal Div. Public Defender 4002

General Fund 001 (\$6,000)	Cid	Jorgensen	Majority voted yes. Motion carried 7-0.
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Lake Sup. County Court Division Room 1 4030

General Fund 001 (\$200)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
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Lake Sup. Court County Division Room 2 4040

Supplemental Adult Probation Fund 143 (\$220)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
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LADOS Division 2 4042

Division II LADOS Fund 218 (\$220)	Jorgensen	Cid	Majority voted yes. Motion carried 7-0.
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Juvenile Court/C.A.S.A. 4150

General Fund 001 (\$800)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
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Juvenile Court/C.A.S.A. 4150

LC C.A.S.A. Capacity Building Grant Fund 377 (\$7,000)	Jorgensen	Dernulc	Majority voted yes. Motion carried 7-0.
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County Highway 5011/ Gen Undistributed Motor Expenses 5013/ Motor Vehicle 5017

County Highway Fund 102 (\$123,000)	Jorgensen	Brown	Majority voted yes. Motion carried 7-0.
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Gen Undistributed Motor Expenses 5013

County Highway Fund 102 (\$10,000)	Jorgensen	Hamm	Majority voted yes. Motion carried 7-0.
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Economic Development 6100

General Fund 001 (\$1,441)	Brown	Hamm	Majority voted yes. Motion carried 7-0.
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In the Matter of County Court Division IV 4070 – Create 2 New Line Items – Problem Solving Court Drug Grant Fund 426

Hamm made the motion, seconded by Cid, to create the following new line items:

426-4070-42410 Other Supplies
426-4070-44490 Other Equipment

Majority voted yes. Jorgensen voted to abstain. Motion to create two new line items carried 6-yes, 1-abstention.

In the Matter of Economic Development 6100 – Create 1 New Line Item – General Fund 001

Brown made the motion, seconded by Hamm, to create the following new line item:

001-6100-41210 Longevity

Majority voted yes. Motion carried 7-0.

In the Matter of County Court Division II 4040 – Create 1 New Line Item – SAPS Adult Probation Fund 143

Jorgensen made the motion, seconded by Dernulc, to approve the following new line item:

143-4040-41210 Longevity

Majority voted yes. Motion carried 7-0.

In the Matter of Coroner 0700 – Create 1 New Line Item – General Fund 001

Cid made the motion, seconded by Menchaca, to approve the following new line item:

001-0700-41201 COVID Incentive Pay

Majority voted yes. Motion carried 7-0.

In the Matter of Councilmanic Appointments – Contractors Licensing Board (1)

Brown made the motion, seconded by Hamm, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Jorgensen made the motion to nominate Councilman Charlie Brown.

Dernulc made the motion, seconded by Jorgensen, to close nominations. Majority voted yes. Motion carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to seat Councilman Charlie Brown. Majority voted yes. Motion to seat carried 7-0.

In the Matter of Councilmanic Appointments – Garner Scholarship Committee (2)

Dernulc made the motion, seconded by Jorgensen, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Cid made the motion to nominate Councilman Dan Dernulc and Christine Cid.

Dernulc made the motion, seconded by Jorgensen, to close nominations. Majority voted yes. Motion carried 7-0.

Cid made the motion, seconded by Dernulc, to seat Councilman Dan Dernulc and Christine Cid. Majority voted yes. Motion to seat carried 7-0.

In the Matter of Councilmanic Appointments – Local Justice Reinvestment Advisory Council – President Shall Serve

Dernulc made the motion, seconded by Brown, to appoint President Ted Bilski to serve for the remainder of 2022.

In the Matter of Combined Councilmanic & Citizen Appointments – Lake County Redevelopment Commission (2)

Jorgensen made the motion, seconded by Dernulc, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to reappoint Councilman Charlie Brown and John Brezik.

Dernulc made the motion to close nominations. Majority voted yes. Motion to close carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to seat Councilman Charlie Brown and John Brezik. Majority voted yes. Motion to seat carried 7-0.

In the Matter of Citizen Appointments – Board of Zoning (1)

Jorgensen made the motion, seconded by Hamm, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Jorgensen made the motion to nominate Scott Cooper of Roofers Local 26.

Dernulc made the motion to nominate James Kazmierczak.

Dernulc made the motion to close nominations. Majority voted yes. Motion to close carried 7-0.

On Behalf of Scott Cooper, Hamm, Menchaca, Brown, Cid, Jorgensen, Bilski voted yes. Dernulc voted no. Motion carried 6-yes, 1-no.

Brown made the motion, seconded by Hamm, to seat Scott Cooper.

In the Matter of Citizen Appointments – Contractor Licensing Board (1P) (1E)

Dernulc made the motion, seconded by Brown, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Jorgensen made the motion to reappoint Sal Espino (P) and Dave Soderquist (E).

Cid made the motion to close nominations. Majority voted yes. Motion to close carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to seat Sal Espino and Dave Soderquist.

In the Matter of Citizen Appointments – County Property Tax Assessment Board of Appeals (1D)

Jorgensen made the motion, seconded by Hamm, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Jorgensen made the motion to nominate Joree Richards of IBEW Local 697 and to waive 6-1.1-28-1.

Dernulc made the motion to close nominations.

Jorgensen made the motion, seconded by Hamm, to seat Joree Richards with waiver.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Board – Prosecuting Attorney/Designee

Cid made the motion, seconded by Brown, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Cid made the motion to reappoint Peter Villareal.

Dernulc made the motion to close nominations.

Cid made the motion, seconded by Brown, to seat Peter Villareal. Majority voted yes. Motion to seat carried 7-0.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Board – Civil/Criminal Judge

Cid made the motion, seconded by Brown, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Cid made the motion to reappoint Calvin Hawkins.

Dernulc made the motion to close nominations.

Cid made the motion, seconded by Brown, to seat Calvin Hawkins. Majority voted yes. Motion to seat carried 7-0.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Board – Protective Service Employee

Cid made the motion, seconded by Brown, to defer to January 11, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of Health and Human Services (HHS) – Indiana Department of Child Services (DCS) – FY 2022-2023 Title IV-D Child Support Enforcement (CSE) Regular Federal Financial Participation (FFP) Grant Renewal = Lake County Prosecutors' Office

Cid made the motion, seconded by Hamm, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of HHS – Indiana DCS – FY 2022-2023 Title IV-D CSE Incentive Grant Renewal = Lake County Prosecutor's Office

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of HHS – Indiana DCS – FY 2022-2023 Title IV-D CSE Regular FFP Grant Renewal = Lake County Clerk’s Office

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of HHS – Indiana DCS – FY 2022-2023 Title IV-D CSE Incentive Grant Renewal = Lake County Clerk’s Office

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of HHS – Indiana DCS – FY 2022-2023 Title IV-D CSE Regular FFP Grant Renewal = Lake Superior Court – Juvenile Division

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of HHS – Indiana DCS – FY 2022-2023 Title IV-D CSE Incentive Grant Renewal = Lake Superior Court – Juvenile Division

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of Homeland Security (DHS) – Indiana Department of Natural Resources (DNR) = FY 2022 Marine Patrol Boat Grant Renewal = Lake County Sheriff’s Department

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Indiana Supreme Court – FY 2022 Volunteer Advocates for Seniors or Incapacitated Adults (VASIA) Grant Renewal = Lake Superior Court – Civil Division

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Indiana Supreme Court – FY 2022 Veterans Treatment Court = Lake County Adult Community Corrections for Lake Superior Court – Division 3

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – National Fish & Wildlife Foundation – Chi-Cal Rivers Fund FY 2021 Grant Award = Lake County Parks & Recreation Department

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Indiana Department of Natural Resources – Next Level Trails Grant Application = Lake County Parks and Recreation Department

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Indiana Department of Corrections – FY 2022 Court Risk Reduction Program Grant Renewal Award – Lake County LADOS – Division 2

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – US Department of Transportation – Federal Highway Planning and Construction Grant Application = Lake County Highway Department

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

In the Matter of 2022 Consulting Contracts – Law Office of R.L. Szarmach P.C.

Cid made the motion, seconded by Dernulc, to approve contract. Majority voted yes. Motion to approve carried 7-0.

LAW OFFICE OF RAY L. SZARMACH, P.C.
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14 day of December, 2021, effective from January 1, 2022 to May 31, 2022, by and between the LAW OFFICE OF ✓ RAY L. SZARMACH, P.C., (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Law Office of Ray L. Szarmach, P.C., 260 E. 90th Dr., Merrillville, IN, 46410.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.

2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Nine Thousand (\$9,000.00) Dollars per month for a total of Forty-Five Thousand (\$45,000.00) Dollars per year. Consultant will receive an office expense in the amount of Three Thousand (\$3,000.00) Dollars per month:
 - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
 - B. Attend all meetings of the Council, and Council committees when requested.
 - C. Prepare opinions, reports and documents for the Council as requested.
 - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

- E. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Nine Thousand (\$9,000.00) Dollars shall be paid monthly.
 - F. The office expense payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Three Thousand (\$3,000.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
 - B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
 - C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
 - D. The Consultant will act as their lead counsel.
 - E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.
4. Bond Counsel.
- A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
 - B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.
5. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
6. Changes. The Council may, from time to time, require changes in the

scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Council and the Consultant, shall be incorporated in a written amendment to this agreement.

7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving thirty (30) days written notice to the other party and specifying the effective date of termination.
8. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.

14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. Miscellaneous Provisions.
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
 - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Extension. This contract may be extended by agreement of the parties.
18. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:
- | | |
|---|--|
| Law Office of Ray L. Szarmach, P.C.
Attorney at Law
260 E. 90 th Dr.
Merrillville, IN 46410 | Lake County Council
2293 N. Main St.
Crown Point, IN 46307 |
|---|--|
19. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
 - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal

services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.

- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.

20. Information Availability.

- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
- B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

21. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership,

- or another legal entity.
- E. I.C. 22-5-1.7-5 “Political subdivision” as used in this chapter, “political subdivision” has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 “Political contract for services” as used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. I.C. 22-5-1.7-0 “Unauthorized alien” as used in this chapter, “authorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into re renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1. The public contract contains:
 - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - 2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
 - 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a

contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

1. Does not knowingly employ or contract with an unauthorized alien;
2. Has enrolled and is participating in the E-Verify program.

J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

22. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL


CONSULTANT ATTORNEY

LAW OFFICE OF RAY L. SZARMACH, P.C.


TED F. BILSKI, President

BY: 
RAY L. SZARMACH



CHRISTINE CID


DAVID HAMM


CHRISTIAN J. JORGENSEN


CHARLIE BROWN


DANIEL E. DERNULC


ALFREDO MENCHACA

In the Matter of 2022 Consulting Contracts – Law Office of Gerald M. Bishop & Associates

Brown made the motion, seconded by Hamm, to approve contract. Majority voted yes. Motion to approve carried 7-0.

**LAW OFFICES OF GERALD M. BISHOP
CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 14 day of December, 2021, effective from January 1, 2022 to December 31, 2022, by and between the LAW OFFICES OF ATTORNEY GERALD M. BISHOP (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of The Law Offices of Attorney Gerald M. Bishop, 2115 West Lincoln Highway, Merrillville, IN 46410.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Seven Thousand (\$7,000.00) Dollars per month for a total of Eighty-Four Thousand (\$84,000.00) Dollars per year. Consultant will receive an office expense in the amount of One Thousand (\$1,000.00) Dollars per month.
 - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
 - B. Attend all meetings of the Council, and Council committees when requested.
 - C. Prepare opinions, reports and documents for the Council as requested.
 - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

- E. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Seven Thousand (\$7,000.00) Dollars shall be paid monthly.
- F. The office expense payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of One Thousand (\$1,000.00) Dollars shall be paid monthly.

3. Representation in Litigation.

- A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
- B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
- C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
- D. The Consultant will act as their lead counsel.
- E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.

4. Bond Counsel.

- A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
- B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.

5. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

6. Changes. The Council may, from time to time, require changes in the

scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Council and the Consultant, shall be incorporated in a written amendment to this agreement.

7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
8. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.

14. **Personnel.** The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
 - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:
- | | |
|---|--|
| Law Offices of Attorney
Gerald M. Bishop
Attorney at Law
2115 West Lincoln Highway
Merrillville, IN 46410 | Lake County Council
2293 N. Main St.
Crown Point, IN 46307 |
|---|--|
18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
 - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its

- appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, etc.
- B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
20. **E-Verification**
- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter,

- F. "political subdivision" has the meaning set forth in I.C. 36-1-2-13. I.C. 22-5-1.7-6 "Political contract for services" as used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. I.C. 22-5-1.7-0 "Unauthorized alien" as used in this chapter, "authorized alien" has the meaning set forth in 8 U.S.C. 13248(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011, A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1. The public contract contains:
 - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - 2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity Unless the business entity:
 - 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for

services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

1. Does not knowingly employ or contract with an unauthorized alien;
2. Has enrolled and is participating in the E-Verify program.

J. Affidavit by contractor: By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

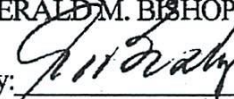
21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY

LAW OFFICE OF
ATTORNEY
GERALD M. BISHOP

By: 
GERALD M. BISHOP


TED F. BILSKI, President


DAVID HAMM


ALFREDO MENCHACA


CHARLIE BROWN


DANIEL DERNULC


CHRISTINE CID


CHRISTIAN J. JORGENSEN

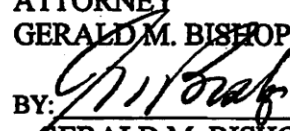
IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT

LAW OFFICES OF
ATTORNEY
GERALD M. BISHOP

MICHAEL REPAY

BY: 
GERALD M. BISHOP

KYLE ALLEN

JERRY TIPPY

In the Matter of 2022 Consulting Contracts – Law Office of Linda Garcia Marmolejo

Cid made the motion, seconded by Hamm, to approve contract. Majority voted yes. Motion to approve carried 7-0.

LINDA S. GARCIA-MARMOLEJO
ATTORNEY AT LAW
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14 day of December, 2021, effective from January 1, 2022 to December 31, 2022, by and between LINDA S. GARCIA-MARMOLEJO, ✓ Attorney at Law (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Linda S. Garcia-Marmolejo, Attorney at Law, 6550 W. 85th Place Crown Point, IN, 46307.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall in a good and professional manner legally advise and represent the Council, its members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at board meetings, for the hourly rate of Ninety (\$90.00) Dollars, not to exceed Forty Thousand (\$40,000.00) Dollars during the term of this contract.
3. Termination of Agreement. Either party may terminate this agreement this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
4. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
5. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

6. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmation action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
7. Miscellaneous Provisions.
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
 - D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
8. Extension. This contract may be extended by agreement of the parties.
9. Notice. Any notice, bills, invoices, or reports required by this agreement

shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Linda S. Garcia-Marmolejo
Attorney at Law
6550 W. 85th Place
Crown Point, IN 46307

Lake County Council
2293 N. Main St.
Crown Point, IN 46307

10. **Conflict of Interest.** The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13)
 - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest,
11. **Information Availability**
- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
 - B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
12. **E-Verification.**
- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
 - B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means

a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.

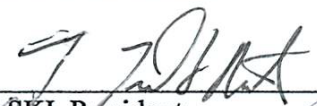
- C. I.C. 22-5-1.7-3 “E-Verify program” as used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV’s 403(a), as amended operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or A successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
 - D. I.C. 22-5-1.7-4 “Person” as used in this chapter, “person” means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
 - E. I.C. 22-5-1.7-5 “Political subdivision” as used in this chapter, “political subdivision” has the meaning set forth in I.C 36-1-2-13.
 - F. I.C. 22-5-1.7-6 “Political contract for services” as used in this chapter, “public contract for services means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
 - G. I.C. 22-5-1.7-9 “Unauthorized alien” as used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
 - H. I. C. 22-5-1.7-11 Contractors with public contracts for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a). This subsection applies only to a public contract for services entered into or renew a public contract for services with a contractor unless:
 - 1. The public contract contains:
 - a. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - b. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired Employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - 2. The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
- 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify programs;
 - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and

- 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work, the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - 1. Does not knowingly employ or contract with an unauthorized alien;
 - 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract, I swear under the penalties of perjury that I do not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL

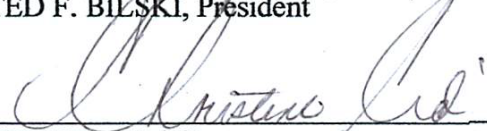
CONSULTANT ATTORNEY



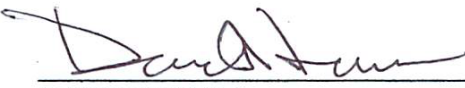
 TED F. BILSKI, President



 LINDA S. GARCIA-MARMOLEJO




 CHRISTINE CID



 DAVID HAMM




 CHRISTIAN J. JORGENSEN



 CHARLIE BROWN



 DANIEL E. BERNULC



 ALFREDO MENCHACA

In the Matter of 2022 Consulting Contracts – Consulting Contract Grant Coordinator Jeanna Georgas Ficker

Cid made the motion, seconded by Menchaca, to approve contract. Majority voted yes. Motion to approve carried 7-0.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, entered into this 14 day of December, 2021 effective from January 1, 2022 to December 31, 2022 by and between JEANANN GEORGAS FICKER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONSULTING SERVICES AS OUTLINED IN GRANT REPORTING

- A. Consultant shall work with Auditor's Office, Department Grant Managers, and other parties involved in the County's federal grant-funded programs, as needed, to prepare the Schedule of Expenditures of Federal Awards (SEFA), a required component of the County's Annual Financial Report.
- B. Consultant shall coordinate with Department Grant Managers and the Lake County Council's Grant Oversight Committee to promote compliance with the County's grant policies and procedures.
- C. Consultant shall provide, when requested, technical assistance to Department Grant Managers for grant-related issues.
- D. Consultant shall advise the Auditor's Office, the Lake County Council, the Council Grants Oversight Committee, Department Grant Manager(s), and/or other appropriate County entities of federal grant concerns to detect, correct and prevent potential compliance issues.
- E. Consultant shall provide other grant-related technical assistance or support services as requested by the Auditor's Office, the Lake County Council, or the Council Grants Oversight Committee. Such services will be provided to the extent possible based on Consultant's independent judgment of the ability to accomplish same within the budget for professional services under this contract.
- F. Consultant shall devote such hours as are necessary to perform the service listed above.
- G. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
- H. Consultant reports directly to the Council and not to the Board of Commissioners and/or Lake County Attorney.

- I. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities performed in detail.

- 3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

- 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Ninety Thousand Dollars (\$90,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

- 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

- 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.

- 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

- 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

- 9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

- 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

- 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

- 12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

- 13. **Personnel.** The Consultant represents that she has, or will secure at her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All services required hereunder will be performed by the Consultant or under her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

- 14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of in regard to its operations:
 - A. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Plan adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable by reference as part of this Agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

- 15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

- C. The Consultant shall be deemed an independent contractor and not an employee of the County and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - D. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
19. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens,
 - B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
 - C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
 - D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.

- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
 - F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
 - G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
 - H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - (1) The public contract contains:
 - (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$ 1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
20. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

- 21. **Notice.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties via USPS mail or electronic mail to the addresses noted below:

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307

JEANANN GEORGAS FICKER
PRINCIPAL
PERFORMANCE MEASUREMENT GRP.
788 EASTBROOK LANE
CROWN POINT, IN 4630-5013

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

**THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE**

CONSULTANT

MICHAEL C. REPAY, President



JEANANN GEORGAS FICKER


KYLE W. ALLEN, SR.

ATTEST:

JERRY TIPPY

JOHN PETALAS
LAKE COUNTY AUDITOR


LAKE COUNTY COUNCIL



TED F. BILSKI, President




CHARLIE BROWN



CHRISTINE CID



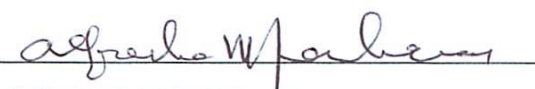
DANIEL DERNULC



DAVID HAMM



CHRISTIAN JORGENSEN



ALFREDO MENCHACA

In the Matter of Council – Discussion/Action – Lake County Police Benefit Plan (Reinstatement Effective January 1, 2022)

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion carried 7-0.

LAKE COUNTY

POLICE BENEFIT PLAN

(Restatement Effective January 1, 2022)

LAKE COUNTY POLICE BENEFIT PLAN

WHEREAS, the Lake County Sheriff's Department (hereinafter referred to as the "Employer") wishes to establish the Lake County Police Benefit Plan (hereinafter referred to as "Plan") to be a continuation and complete restatement of Lake County Police Plan, originally effective January 1, 1962, and last amended by a Second Amendment, effective July 1, 2014; and

WHEREAS, the funds of the Plan are to continue to be held pursuant to the terms of the Contract with the Insurer;

NOW, THEREFORE, the revised Plan is hereby established effective January 1, 2022, as set forth herein.

ARTICLE I
DEFINITIONS

Section 1. "Beneficiary" means, with respect to any benefit payable under this Plan, the beneficiary named by the Participant in writing to the Pension Committee, with unrestricted right of the Participant to change such beneficiary at any time during his lifetime, except after the commencement of a joint and survivor benefit payment. In the absence of a valid Beneficiary designation by the Participant or in the event that no designated Beneficiary survives the Participant, such benefits shall be paid to the Participant's surviving spouse, or if there is no surviving spouse, then to the Participant's surviving children (in equal shares), or, if there are no surviving children, then to the Participant's surviving parents (in equal shares), if there are no surviving parents, then to the Participant's estate.

ARTICLE II
ELIGIBILITY

Any person employed by the Employer who is a County Policeman or Sheriff (hereinafter referred to as an "Employee"), as such terms are used in Indiana Code, Section 36-8-10, shall be eligible for the benefits provided herein only during such period of employment when he is participating in the Lake County Police Retirement Plan (hereinafter referred to as the "Retirement Plan").

ARTICLE III
BENEFITS

Section 1. Disability Benefit Procedures

(a) **General Description of Benefits.** Disability benefits provided by the Plan include the Insured Disability Benefit provided by an insurance company as described under Section 2 of this Article III and the non-insured benefits provided by the Police Benefit Fund maintained under the Supplementary Trust Agreement (hereinafter referred to as the "Police Benefit Fund") described under Section 3 of this Article III. The disability benefits payable under this Plan are in addition to the disability retirement benefit, if any, provided to a Participant under the Retirement Plan.

(b) **Insurance Company and Pension Committee roles.** Qualification for the Insured Disability Benefit described in Section 2 is determined by the insurance company that insures such benefit. A Participant is eligible for benefits under Section 3 only if the Participant is determined to be disabled in accordance with the contract issued by the insurance company through the Indiana Sheriffs' Association, as provided under Section 2 and the Merit Board / Pension Committee determines the Participant is eligible for benefits under Section 3. If such insurance company makes no such determination that the Participant is disabled in accordance with the contract issued by the insurance company or determines that a Participant is not disabled, then the Participant is not entitled to any benefits under Sections 2 or 3. If the Merit Board / Pension Committee is required to make a determination regarding benefits under Section 3(c) or Section 3(e) for events that occur on or after January 1, 2022, the Merit Board / Pension Committee will follow the procedures described below in Section 1(d).

(c) **Benefit Application Process.** To be considered disabled under the terms of this Plan, a Participant shall apply in writing to the insurance company that insures the Insured Disability Benefit provided under Section 2, and to the Sheriff and Merit Board for the disability benefit provided by the Police Benefit Fund under Section 3(c) for a determination that his condition qualifies as a disability. Such application shall comply with procedures adopted by the insurance company or the Merit Board, whichever is applicable. For disability benefits paid from the Police Benefit Fund, such application must be filed while the Participant is still employed by the Employer.

(d) **Recovery.** The Merit Board / Pension Committee shall have the right to request medical evidence from time to time to ascertain whether the Participant has recovered from disability for purposes of continued eligibility for benefits under Section 3 of this Article III. If the Merit Board / Pension Committee has reason to believe that the Participant may have recovered from disability, the Pension Committee, pursuant to guidelines adopted by the Merit Board, may conduct a review of such evidence as it determines necessary.

Section 2. Insured Disability Benefit. If an eligible Employee is determined to be disabled in accordance with the contract issued by the insurance company through the Indiana

Sheriffs' Association, the Employee shall be entitled to a monthly benefit (the "Insured Disability Benefit"). The rules, requirements and procedures for determination of disability and eligibility for this Insured Disability Benefit shall be determined in accordance with the contract issued by the insurance company through the Indiana Sheriffs' Association to provide the Insured Disability Benefit as stated herein; provided, however, the Insured Disability Benefit provided under such insurance contract shall not exceed the maximum disability benefit established by state law for Sheriff's Department disability benefit programs. The amount of the monthly Insured Disability Benefit shall be equal to that benefit specified in the insurance contract as in force when the disability arises. The commencement and termination of the Insured Disability Benefit shall be determined by said insurance contract.

Section 3. Non-Insured Disability Benefits.

(a) **Benefits for the Insured Disability Benefit Waiting Period.** In the event an eligible Employee is determined to be disabled for purposes of Section 2, the Pension Committee, pursuant to guidelines adopted by the Merit Board, shall direct that a monthly benefit equal to the Insured Disability Benefit be paid to such disabled Employee from the Police Benefit Fund for the period commencing on the first day of the month coincident with or next following the date his employment severs as a result of his disability and ending on the earlier of (i) the first day of the month immediately preceding the month in which payment of the Insured Disability Benefit provided under Section 2 commences or (ii) the first day of the month in which his date of death occurs. Payment of benefits required by this Section 3(a) will be delayed until a determination of disability is made by the insurance company as described in Section 2.

(b) **Benefits After the Insured Disability Benefit Terminates at Age 65 (or Maximum Age).** An eligible Employee who is receiving an Insured Disability Benefit in accordance with the insurance contract and who attains whatever age whereupon the Insured Disability Benefit so being provided terminates due to age (the "Maximum Age" for the Insured Disability Benefit), shall be entitled to a monthly benefit payable from the Police Benefit Fund for life equal to the eligible Employee's Insured Disability Benefit, irrespective of continued disability after such Maximum Age. The last payment under this subsection (b), if the Employee is entitled, shall be made during the month in which the Employee dies.

(c) **Benefits if the Insured Disability Benefit Terminates Prior to the Maximum Age.** In the event that the Insured Disability Benefit ceases prior to the Maximum Age stated in the contract issued by the insurance company and after the Participant attains age 50, the Pension Committee, pursuant to guidelines adopted by the Merit Board, shall direct that a monthly benefit equal to the eligible Employee's Insured Disability Benefit be paid to the Employee from the Police Benefit Fund from the time the Insured Disability Benefit ceases until the month in which the Employee dies, irrespective of continued disability after age 50.

(d) **Benefits for Participants Hired Before December 1, 2004.** For Employees hired before December 1, 2004, the Pension Committee shall direct that an additional monthly benefit be paid to such disabled Employees from the Police Benefit Fund, based on a formula adopted by the Merit Board reduced by the amount of the Insured Disability Benefit paid pursuant to

Section 2. Such formula amount before reduction for the Insured Disability Benefit shall not exceed the Pension Benefit to which he would otherwise be entitled at Normal Retirement Age under the provisions of the Retirement Plan computed as of the last date such Employee is included on the payroll of the Employer and based upon his salary in effect as of such date and Credited Service under the Retirement Plan projected to his Normal Retirement Date.

Any additional monthly benefit paid under this Section 3(d) shall commence at the same time as the Insured Disability Benefit commences and continue until the month in which the Employee dies. Any payments made pursuant to this Section 3(d) shall be in addition to any payments otherwise due to a disabled Employee under subsections (a), (b), (c) and (e) of Section 3.

(e) **Benefits for Catastrophic Injury.** In the case of a disability which is the direct result of a Catastrophic Injury as defined below, the Merit Board / Pension Committee shall direct that an additional monthly benefit be paid to such disabled Employee from the Police Benefit Fund, if the Merit Board / Pension Committee determines that an Employee has sustained a Catastrophic Injury as defined below. A Participant may be determined to be eligible for disability benefits under this Section 3(e) by the Pension Committee based upon medical evidence which is satisfactory to the Pension Committee. The additional monthly benefit paid under this Section 3(e) shall be a monthly benefit based on the provisions of the Retirement Plan computed as of the last date such Employee is included on the payroll of the Employer and based upon his salary in effect at such date and assuming that the Participant had completed thirty-two (32) years of Credited Service under the Retirement Plan, reduced by the Insured Disability Benefit paid pursuant to Section 2. Any additional monthly benefit paid under this Section 3(e) shall commence at the same time as the Insured Disability Benefit commences and continue until the month in which the Employee dies. Any payments made pursuant to this Section 3(e) shall be in addition to any payments otherwise due to a disabled Employee under subsections (a), (b), (c) and (d) of Section 3.

As used in this Section 3(e), for the benefit to be considered a Catastrophic Injury:

- (i) The injury must result in permanent and total disability;
- (ii) The disability must be the direct result of a catastrophic physical personal injury (Which means a physical personal injury that results in at least a 67 percent degree of impairment); and
- (iii) The injury must permanently prevent the Participant from performing any gainful employment.

(f) **Effect of Outside Income on Disability Benefits under Section 3.** Except with respect to Participants hired before December 1, 2004, a disabled Employee shall be allowed to have minimal income as a result of employment outside the Department. If the Employee's earned income exceeds the minimum set by the Merit Board, the amount of the disability benefit under subsections (a), (b), (c) and (e) of Section 3 shall be reduced, pursuant to guidelines adopted by the Merit Board.

Section 4. Disability Expense Reimbursement. If an eligible Employee is determined to be disabled pursuant to the terms of this Benefit Plan, he shall be entitled to an expense reimbursement for the actual medical expenses incurred due to such eligible Employee's disability. The payment of the disability expense reimbursement to which an eligible Employee may be entitled will be based on guidelines established by the Merit Board. If a disabled employee should die pending the settlement of a disability expense reimbursement, the amount which would have been paid for such eligible Employee shall be paid to his Beneficiary.

Section 5. Insurance. Each eligible Employee, other than an eligible Employee who is receiving a disability benefit under Sections 1,2 or 3 of this Article III but is not considered totally and permanently disabled under the terms of the life insurance contract, shall be insured by a life insurance contract in the face amount of twenty-five thousand dollars (\$25,000), with a matching amount of accidental death insurance. The Employer shall purchase or direct the Trustee to purchase and maintain the necessary insurance contracts from a legal reserve insurance company.

The life insurance contract shall contain a disability provision that in the event of total and permanent disability, the insured may elect (1) to receive the sum of fifteen thousand dollars (\$15,000) in equal monthly installments for five (5) years, with a benefit of ten thousand dollars (\$10,000) payable at his death or (2) to have a benefit of twenty-five thousand dollars (\$25,000) payable at his death.

Section 6. Dependents.

(a) Only dependents set forth in either classification (1) or (2) below shall be eligible to receive a dependent's pension benefit:

(1) dependents (surviving spouse, dependent children or dependent parent) of a former Participant when such Participant dies from any cause after retiring and becoming eligible to receive any Early Retirement Benefit, Normal Retirement Benefit, Late Retirement Benefit or Disability Retirement Benefit under the Retirement Plan; or

(2) dependents (surviving spouse, dependent children or dependent parent) of a Participant who is killed in the line of duty, or whose death is a result of action in the line of duty, or who shall die from any cause being actively employed as a County Policeman.

The monthly benefit payable to such Employee's surviving spouse or dependent parents shall be an amount equal to five hundred dollars (\$500) per month with the last monthly payment being the payment just prior to the surviving spouse's death or just prior to the dependent parent's death, if applicable. In addition, for each dependent child of such Employee, there shall be payable a monthly benefit equal to one hundred dollars (\$100) with the last monthly payment being the payment just prior to the child's eighteenth (18th) birthday. The amount paid on behalf of a dependent child shall be paid to the dependent spouse unless the Pension Committee designates a different recipient for such benefits.

In order to be eligible for a benefit under this Section 6, the surviving spouse of an eligible Employee or retired Participant must have been married to the eligible Employee or retired Participant at the time of his retirement or at the time of his death while actively employed as a County Policeman.

(b) A surviving spouse who is receiving a dependent's pension benefit under (a), who has attained age fifty-five (55) as of July 1 of the Calendar Year in which monthly benefits are increased (hereinafter the payment Calendar Year), and who is in pay status as of the last day of the preceding Calendar Year shall be eligible for a cost of living adjustment, as provided in this subsection. Such cost of living adjustment shall not apply to any benefit other than the benefit payable under Section 6(a) to a surviving spouse.

The cost of living adjustment for a payment Calendar Year shall be a percentage increase in the eligible surviving spouse's monthly benefit paid during the last month of the preceding Calendar Year. The percentage increase shall equal the percentage increase, if any, in the average of the Consumer Price Index (United States city average) prepared by the United States Department of Labor for the first three (3) months of the payment Calendar Year over the average for the same three (3) months of the preceding Calendar Year. However, the annual percentage increase shall not exceed three percent (3%). No cost of living adjustment shall be made after the increases made pursuant to this Section total one hundred percent (100%) of the Participant's monthly retirement benefit payable prior to the application of this Section.

The cost of living adjustment for a payment Calendar Year shall be effective in July of the payment Calendar Year through June of the next Calendar Year.

ARTICLE IV
ADMINISTRATION

This Plan shall be administered by the Employer for the exclusive benefit of those eligible Employees participating hereunder. A Pension Committee shall be formed as provided under Section 9.01 of the Retirement Plan, and the Pension Committee shall have similar duties with regard to both the Benefit Plan and the Retirement Plan. The Employer shall, by written direction, authorize the Trustee to make the necessary payments to any eligible Employee, insurance company, or beneficiary, and to pay the necessary expenses of the administration of the Plan. The Employer also reserves the right to amend this Plan by appropriate action.

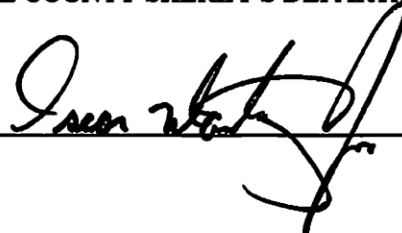
Notwithstanding any provisions of this Plan to the contrary, the individual members of the Sheriff's Department, the Merit Board, the Pension Committee, or the County Council, shall not be liable for the payment of or loss of any benefits to an eligible Employee, his designated beneficiary or any other person; and the benefits created herein shall be contingent upon sufficient annual contributions being made by the County as a result of annual appropriations by the County Council.

Any legal reserve life insurance company issuing contracts to provide benefits under the terms of this Plan shall not be considered a party to this Plan nor shall such insurance company be bound by any of the provisions contained herein. The terms and conditions of any insurance contract issued hereunder shall be conclusive in determining the rights of any eligible Employees to the benefits as set forth in such contract.

The benefits payable under Article III of this Plan are in addition to any disability or death benefits provided to participants under the Retirement Plan.

IN WITNESS of its adoption of the foregoing Plan, the Employer has caused its name to be hereunto subscribed by its authorized officer on this 21 day of October, 2021.)

LAKE COUNTY SHERIFF'S DEPARTMENT

By 

21 Approved and ratified at a meeting of the Lake County Sheriff's Merit Board on the day of October, 2021

LAKE COUNTY SHERIFF'S MERIT BOARD

By 

Approved and ratified at a meeting of the County Council of Lake County on the 14 day of December, 2021

COUNTY COUNCIL OF LAKE COUNTY

By 

In the Matter of Resolution Honoring Andean High School Girl's Volley Ball Team Class 2A Indiana State Champions

Brown made the motion, seconded by Cid, to defer to January 11, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Resolution Honoring Andean High School Football Team Class 2A Indiana State Champions

Brown made the motion, seconded by Dernulc, to defer to January 11, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Resolution to Approve Temporary Loan \$1,500,000.00 from the Lake County Parks and Recreation Board's Bond Fund, No. 353; Bond Fund No. 354; Non-Reverting Self Insurance Fund, Fund No. 109; and Non-Reverting Land Fund, No. 116, to the Lake County Parks and Recreation Board's Operating Fund, Fund No. 107 and Non-Reverting Operating Fund, Fund No, 117

Jorgensen made the motion, seconded by Dernulc, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-68

RESOLUTION TO APPROVE TEMPORARY LOAN OF \$1,500,000.00 FROM THE LAKE COUNTY PARKS AND RECREATION BOARD'S BOND FUND, NO. 353; BOND FUND, NO. 354; NON-REVERTING SELF INSURANCE FUND, FUND NO. 109; AND NON-REVERTING LAND FUND, NO. 116, TO THE LAKE COUNTY PARKS AND RECREATION BOARD'S OPERATING FUND, FUND NO. 107 AND NON-REVERTING OPERATING FUND, NO. 117

WHEREAS, I.C. 36-1-8-4(a) provides that the Lake County Council by Resolution may permit the transfer of money for a prescribed period of time, to end at the end of the budget year, to a fund in need of money for cash flow purposes from another fund with sufficient money on deposit in the County; and

WHEREAS, the Lake County Parks and Recreation Board has reported that there will be insufficient funds in the Park and Recreation Board's Operating Fund, Fund No. 107 and Non-Reverting Operating Fund, Fund No. 117, to meet the Lake County Parks and Recreation Board's current Park Budget for operating; and

WHEREAS, the Lake County Parks and Recreation Board's Bond Fund, No. 353; Bond Fund, No. 354; Non-Reverting Self Insurance Fund, Fund No. 109; and Non-Reverting Land Fund, Fund No. 116, has on hand a surplus of cash exceeding by at least the amount to be loaned and sum of all amounts required to pay the current and anticipated expenses of the Lake County Park and Recreation Board; and




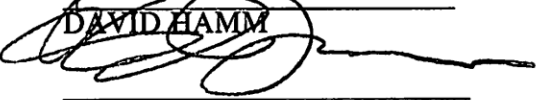



WHEREAS, on November 10, 2021, the Parks and Recreation Board of the County of Lake adopted Resolution No. 2021-10 approving a loan of \$1,500,000.00 from the Lake County Parks and Recreation Board's Bond Fund, Fund No. 353; Bond Fund, No. 354; Non-Reverting Self Insurance Fund, Fund No. 109; and Non-Reverting Land Fund, Fund No. 116 to the Lake County Parks and Recreation Board's Operating Fund, No. 107 and Non-Reverting Operating Fund, Fund No. 117.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$1,500,000.00 be loaned from the Lake County Park and Recreation Board's Bond Fund, No. 353; Bond Fund, Fund No. 354; Non-Reverting Self Insurance Fund, Fund No. 109; and Non-Reverting Land Fund, Fund No. 116 for the payment of current and anticipated expenses of the Lake County Park and Recreation Board's Operating Fund, Fund No. 107 and Non-Reverting Operating Fund, Fund No. 117. Said loan shall bear no interest and shall be repaid to said Lake County Park and Recreation Board's Bond Fund, Fund No. 353; Bond Fund, Fund No. 354; Non-Reverting Self Insurance Fund, Fund No. 109;

and Non-Reverting Land Fund, Fund No. 116, on or before thirty (30) days after the last day for payment of taxes levied and in process of collections during the year 2022; and in no event to exceed December 31, 2022.

SO RESOLVED THIS 14th DAY OF DECEMBER, 2021.

 _____ DAVID HAMM	 _____ TED F. BILZSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Permitting the Lake County Board of Elections and Registration to pay an Outstanding 2020 Invoice/debt from the 2021 Budget in the amount of \$200.00

Menchaca made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-69

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2020 INVOICES/DEBTS FROM THE 2021 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2021 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2020 have not been paid:

<u>001-2100-43730</u>	<u>Property Rental</u>
Knights of Columbus Hall	\$ 200.00; and





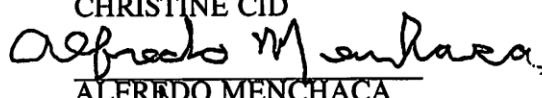
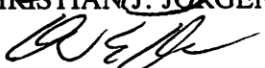
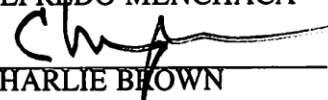
WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2020 expenses shall be paid from the Lake County Board of Elections and Registration's 2021 Budget:

<u>001-2100-43730</u>	<u>Property Rental</u>
Knights of Columbus Hall	\$ 200.00

SO RESOLVED THIS 14 day of December, 2021.

		
DAVID HAMM	TED F. BILSKI, President	CHRISTINE CID
		
CHRISTIAN J. JORGENSEN		ALFREDO MENCHACA
		
DANIEL E. DERNULC		CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Amending Resolution 21-33 Declaring Funds Dormant and Transfer Remaining Cash Balances to the Appropriate Funds

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-33E

**RESOLUTION AMENDING RESOLUTION NO. 21-33,
THE RESOLUTION TO DECLARE FUNDS DORMANT AND
TRANSFER REMAINING CASH BALANCES TO APPROPRIATE FUNDS**

WHEREAS, on May 11, 2021, Lake County Council adopted the Resolution to Declare Funds Dormant and Transfer Remaining Cash Balances to Appropriate Funds, Resolution No. 21-33; and

WHEREAS, the Lake County Council now desires to amend Resolution No. 21-33 in order to add the following funds as dormant and transfer remaining cash balances to appropriate funds:

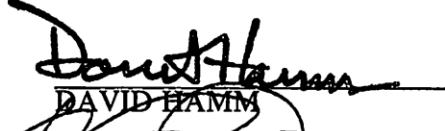

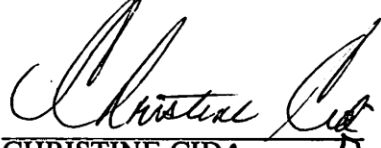




<u>Dormant Fund</u>	<u>Amount</u>	<u>Transfer Fund</u>
Fund #300 Fingerprint Fee Fund (Ord. No. 1351D)	\$ 445.00	County General Fund
Fund #332 Commissary Payroll Pass Through Fund (Ord. No. 1330E)	\$ 39.41	County General Fund
Fund #394 Therapy Dog Fund	\$ 2,834.75	County General Fund.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That Resolution No. 21-33 shall be amended by adding the following funds as dormant and transfer the balances as follows:

<u>Dormant Fund</u>	<u>Amount</u>	<u>Transfer Fund</u>
Fund #300 Fingerprint Fee Fund (Ord. No. 1351D)	\$ 445.00	County General Fund
Fund #332 Commissary Payroll Pass Through Fund (Ord. No. 1330E)	\$ 39.41	County General Fund
Fund #394 Therapy Dog Fund	\$ 2,834.75	County General Fund.

SO RESOLVED THIS 14TH DAY OF DECEMBER, 2021.

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter Resolution Establishing a Salary Pay Range for the Lake County Prosecutor's 2022 Budget

Cid made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-70

RESOLUTION ESTABLISHING A SALARY
PAY RANGE FOR THE LAKE COUNTY PROSECUTOR'S 2022 BUDGET

WHEREAS, the Lake County Prosecutor has requested that the Lake County Council establish a salary pay range for Deputy Prosecuting Attorneys for the calendar year 2022 (County Form No. 144 - Exhibit "A"); and

WHEREAS, the Lake County Council now desires to establish a salary pay range for Deputy Prosecuting Attorneys (001-0800) in the Lake County Prosecutor's Office for the 2022 Budget.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council hereby approves the revised Form No. 144 with salary ranges for Deputy Prosecuting Attorneys in the Lake County Prosecutor's Office (001-0800) for the 2022 Budget.

SO RESOLVED THIS 14th DAY OF DECEMBER, 2021.


TED F. BILSKI, President

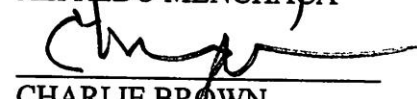

DAVID HAMM


CHRISTIAN J. JORGENSEN


DANIEL E. DERNULC


CHRISTINE CID


ALFREDO MENCHACA


CHARLIE BROWN

Members of the Lake County Council

**STATEMENT OF SALARIES AND WAGES
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES
CALENDAR YEAR 2022 Revised Salary Ranges**

Lake County Prosecutor's Office-0800-001
(Name of Office, Department, Board Agency)

Lake County, Indiana

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named office, department, or agency during the calendar year 2022.

FULL TIME SALARIED OFFICERS AND EMPLOYEES

<u>Title of Position or Employee Classification</u>		<u>CURRENT SALARY RANGE</u>	<u>PROPOSED SALARY RANGE</u>	<u>\$ INCREASE</u>
12501	01 Deputy Prosecuting Attorney	20,000 - 23,710.	20,000 - 23,710.	\$0.00
12501	02 Deputy Prosecuting Attorney	102,290 - 112,290	102,290 - 115,659	\$3,369.00
12501	03 Deputy Prosecuting Attorney	100,000 - 110,000	100,000 - 113,300	\$3,300.00
12501	04 Deputy Prosecuting Attorney	100,000 - 110,000	100,000 - 113,300	\$3,300.00
12501	05 Deputy Prosecuting Attorney	110,000 - 120,000	110,000 - 123,600	\$3,600.00
12501	06 Deputy Prosecuting Attorney	105,895 - 115,895	105,895 - 119,372	\$3,477.00
12501	07 Deputy Prosecuting Attorney	100,000 - 110,000	100,000 - 113,300	\$3,300.00
12501	08 Deputy Prosecuting Attorney	110,000 - 120,000	110,000 - 123,600	\$3,600.00
12501	09 Deputy Prosecuting Attorney	110,000 - 120,000	110,000 - 123,600	\$3,600.00
12501	10 Deputy Prosecuting Attorney	95,000 - 105,000	95,000 - 108,150	\$3,150.00
12501	11 Deputy Prosecuting Attorney	85,000 - 95,000	85,000 - 97,850	\$2,850.00
12501	12 Deputy Prosecuting Attorney	85,000 - 95,000	85,000 - 97,850	\$2,850.00
12501	13 Deputy Prosecuting Attorney	110,000 - 120,000	110,000 - 123,600	\$3,600.00
12501	14 Deputy Prosecuting Attorney	85,000 - 95,000	85,000 - 97,850	\$2,850.00
12501	15 Deputy Prosecuting Attorney	110,000 - 120,000	110,000 - 123,600	\$3,600.00
12501	16 Deputy Prosecuting Attorney	95,000 - 105,000	95,000 - 108,150	\$3,150.00
12501	17 Deputy Prosecuting Attorney	82,000 - 92,000	82,000 - 94,760	\$2,760.00
12501	18 Deputy Prosecuting Attorney	80,000 - 90,000	80,000 - 92,700	\$2,700.00
12501	19 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	20 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	21 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	22 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	23 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	24 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	25 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	26 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	27 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	28 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	29 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	30 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	31 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	32 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	33 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	34 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	35 Deputy Prosecuting Attorney	65,000 - 75,000	65,000 - 77,250	\$2,250.00
12501	36 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	37 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	38 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	39 Deputy Prosecuting Attorney	65,000 - 75,000	65,000 - 77,250	\$2,250.00
12501	40 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	41 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	42 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00

EX A

12501	43 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	44 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
12501	45 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	46 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	47 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	48 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	49 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	50 Deputy Prosecuting Attorney	60,000 - 70,000	60,000 - 72,100	\$2,100.00
12501	51 Deputy Prosecuting Attorney	95,000 - 105,000	95,000 - 108,150	\$3,150.00
12501	52 Deputy Prosecuting Attorney	75,000 - 85,000	75,000 - 87,550	\$2,550.00
12501	53 Deputy Prosecuting Attorney	70,000 - 80,000	70,000 - 82,400	\$2,400.00
Totals				\$138,156.00

PART TIME AND HOURLY RATED EMPLOYEES

<u>Title of Position or Employee Classification</u>	<u>Rate of Pay*</u>
_____	\$ _____ Per
_____	\$ _____ Per
_____	\$ _____ Per
_____	\$ _____ Per
_____	\$ _____ Per

*Show rate of pay per month, week, day, hour, etc.

Submitted by: Bernard A. Carter (Signature)

Date November 24, 2021

Bernard A. Carter, Lake County Prosecuting Attorney (Title)

By: Robert J. Neumaier
Robert J. Neumaier, Administrative Deputy Supervisor

NOTES:

- (1) This statement must be filed IN DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.
- (2) The number and salaries to be paid full time officers and employees must be fixed by the County Council. The rates of pay for part time and hourly employees shall likewise be fixed by the County Council only by the funds appropriated therefore; thus, the amount to be requested in the budget for part time and hourly employees need not be included in this statement
- (3) The County Auditor shall complete the reserve side of this of this form and return one copy to the officer or head of the department, board or agency within 3 days after action thereon by the County Council.

In the Matter of Resolution to Approve Transfers to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund; Fund No. 541, Non-Reverting Self Insurance Liability Fund; and fund 414 Non-Reverting Jail Inmate Medical and Hospital Reserve

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-71

RESOLUTION TO APPROVE TRANSFERS TO ACCRUAL FUND 26-514 NON-REVERTING SELF INSURANCE HEALTH FUND; FUND 541, NON-REVERTING SELF INSURANCE LIABILITY FUND; AND FUND 414 NON-REVERTING JAIL INMATE MEDICAL AND HOSPITAL RESERVE

WHEREAS, the Lake County Council by Resolution may permit the transfer to a fund from another fund with sufficient money on deposit in the County; and

WHEREAS, the Lake County Council desires to transfer the following funds:

- \$160,000.00 from FICA Fund, #001-2900-41220 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$200,000.00 from PERF Fund, #001-2900-41230 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$225,000.00 from Group Insurance Deduction Fund, #001-2900-41240 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$100,000.00 from Postage Fund, #001-2900-43220 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$238,000.00 from Unemployment Compensation Fund, #001-2900-41250 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$ 75,000.00 from Telephone Fund, #001-3000-43240 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$200,000.00 from Maint. & Service Contracts Fund, #001-3000-43630 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$400,000.00 from Other Professional Services Fund, #001-4002-43190 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$1,250,000.00 from Insurance Fund, #196-2900-43420 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$100,000.00 from Medical & Hospital Fund, #001-2900-43120 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$800,000.00 from Public Safety Fund, #010 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$600,000.00 from Medical Deductible Fund, #001-3100-43148 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$ 20,615.00 from Workman's Comp. Deduction Fund, #001-5017-41260 to Fund 541, Non-Reverting Self Insurance Liability Fund

- \$ 12,000.00 from Workman’s Comp. Deduction Fund, #001-2900-41260 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$312,623.00 from Medical & Hospital Fund, #001-2900-43120 to Fund 414, Non-Reverting Jail Inmate Medical & Hospital Reserve Fund
- \$ 65,000.00 from Non-Reverting Self Insurance Liability Fund, Fund 541 to Fund 441, Payroll Court Judgment

which transfers represent reimbursements.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

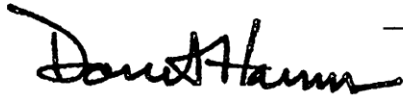





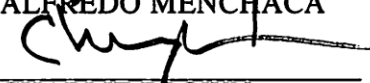
That the following funds are hereby transferred representing excess balances as follows:

- \$160,000.00 from FICA Fund, #001-2900-41220 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$200,000.00 from PERF Fund, #001-2900-41230 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$225,000.00 from Group Insurance Deduction Fund, #001-2900-41240 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$100,000.00 from Postage Fund, #001-2900-43220 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$238,000.00 from Unemployment Compensation Fund, #001-2900-41250 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$ 75,000.00 from Telephone Fund, #001-3000-43240 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$200,000.00 from Maint. & Service Contracts Fund, #001-3000-43630 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$400,000.00 from Other Professional Services Fund, #001-4002-43190 to Accrual Fund 26-514 Non-Reverting Self Insurance Health Fund
- \$1,250,000.00 from Insurance Fund, #196-2900-43420 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$100,000.00 from Medical & Hospital Fund, #001-2900-43120 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$800,000.00 from Public Safety Fund, #010 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$600,000.00 from Medical Deductible Fund, #001-3100-43148 to Fund 541, Non-Reverting Self Insurance Liability Fund

- \$ 20,615.00 from Workman's Comp. Deduction Fund, #001-5017-41260 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$ 12,000.00 from Workman's Comp. Deduction Fund, #001-2900-41260 to Fund 541, Non-Reverting Self Insurance Liability Fund
- \$312,623.00 from Medical & Hospital Fund, #001-2900-43120 to Fund 414, Non-Reverting Jail Inmate Medical & Hospital Reserve Fund
- \$ 65,000.00 from Non-Reverting Self Insurance Liability Fund, Fund 541 to Fund 441, Payroll Court Judgment;

which transfers represent reimbursement.

SO RESOLVED THIS 14 DAY OF DECEMBER, 2021.

 <hr/> DAVID HAMM	 <hr/> TED F. BILSKI, President	 <hr/> CHRISTINE CID
 <hr/> CHRISTIAN L. JORGENSEN		 <hr/> ALFREDO MENCHACA
 <hr/> DANIEL E. DERNULC		 <hr/> CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution to Extend Payment of Transfer Between Fund (Temporary Loan) Pursuant to I.C. 36-1-8-4(b) Health Insurance Reserve Fund No. 26-514 to Fairgrounds Non-Reverting Fund No. 131

Dernulc made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion carried 7-0.








RESOLUTION NO. 21-72

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (HEALTH INSURANCE RESERVE FUND, FUND NO. 26-514 TO FAIRGROUND NON-REVERTING FUND, FUND NO. 131)

- WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS, the Lake County Council pursuant to I.C. 36-1-8-4(a) adopted Resolution No. 20-37 on July 14, 2020, approving the following transfer of funds; to-wit:
\$40,000.00 from the Health Insurance Reserve Fund, Fund No. 26-514 to the Fairground Non-Reverting Fund, Fund No. 131; and
- WHEREAS, the Lake County Council adopted Resolution No. 21-49 on July 15, 2021, extending the repayment date to December 31, 2021; and
- WHEREAS, pursuant to I.C. 36-1-8-4(b) the County Council finds that an emergency exists that requires the extension of the prescribed period for six months to June 30, 2022.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that due to cash flow shortfalls an emergency exists, the repayment date of the temporary loan and transfer of \$40,000.00 from the Health Insurance Reserve Fund, Fund No. 26-514 to the Fairground Non-Reverting Fund, Fund No. 131 approved on July 15, 2021 by Resolution No. 21-49 be extended to June 30, 2022, pursuant to I.C. 36-1-8-4(b).

SO RESOLVED THIS 14th DAY OF DECEMBER, 2021.

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE SID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Approving Purchase of Merrillville Fire Department Territories' 2000, F750 Super Truck by the Lake County Board of Commissioners

Dernulc made the motion, seconded by Hamm, to approve. Majority voted yes. Motion carried 7-0.

RESOLUTION NO. 21-73

RESOLUTION OF LAKE COUNTY COUNCIL APPROVING PURCHASE
OF MERRILLVILLE FIRE DEPARTMENT TERRITORIES 2000,
F750 SUPER DUTY TRUCK, BY THE LAKE COUNTY BOARD OF COMMISSIONERS

WHEREAS, upon proper Notice the Lake County Council held a public meeting on
December 14, 2021, at 10:00, A.M., at the Lake County Government Complex
located at 2293 North Main Street, Crown Point, Indiana 46307;

WHEREAS, the Merrillville Fire Protection Territory (*hereinafter*, "MFPT") was
established according to I.C. §§ 36-8-19 *et seq.*, pursuant to an "Interlocal Cooperation
Agreement between the Town of Merrillville, Indiana, and Ross Township of Lake County,
Indiana, for the Establishment of the Merrillville Fire Protection Territory," (*hereinafter*,
"Interlocal Agreement"), which was recorded on 3-30-2011 at the office of the Recorder of Lake
County, Indiana under document number 2011 018656;

WHEREAS, **the MFPT owns a 2000, Ford, F750 Super Duty Truck (VIN #
3FDXF75R1YMA30870), which is equipped with a rescue box and associated equipment**
and titled in the name of the Town of Merrillville, Indiana as required by the Interlocal
Agreement. (*hereinafter*, F750 Super Duty Truck). *See*, attached "STATE OF INDIANA,
CERTIFICATE OF TITLE FOR A VEHICLE" marked as **EXHIBIT A**;

WHEREAS, **the MFPT no longer has any use for this F750 Super Duty Truck,
rescue box and associated equipment;**

WHEREAS, the Board of Directors of the MFPT **desires to dispose of the F750 Super
Duty Truck, rescue box and associated equipment by selling it to the government of Lake
County, Indiana;**

WHEREAS, the Board of Directors of the MFPT desires to sell MFPT's **F750 Super Duty Truck** to Lake County for Fifty Thousand Dollars (\$50,000.00).

WHEREAS, the Board of Commissioners of Lake County desires to purchase for Lake County government's use the MFPT's **F750 Super Duty Truck** for Fifty Thousand Dollars (\$50,000.00) from the following funding sources:

A. Lake County, Indiana will provide \$40,000.00; and

B. The Lake County Fire Chiefs Association will provide \$10,000.00; and

WHEREAS, the MFPT is adopting a resolution that is substantially identical to this Lake County, Indiana, Resolution.

THEREFORE, BE IT RESOLVED THAT:


The Lake County Council hereby approves the purchase of MFPT's **F750 Super Duty Truck, rescue box and associated equipment by the government of Lake County, Indiana** for Fifty Thousand Dollars (\$50,000.00); and

The MFPT will transfer ownership and custody of MFPT's **F750 Super Duty Truck, rescue box and associated equipment to the government of Lake County, Indiana** upon:


1. Lake County's payment of \$40,000.00 to MFPT;
2. The Lake County Fire Chief's Association's payment of \$10,000.00 to the MFPT; and
3. Lake County's receipt of a MFPT Board resolution that is substantially identical to this Lake County resolution.

The above Resolution was approved, passed, and signed by the following Members of the Lake County Council at a duly held public meeting.

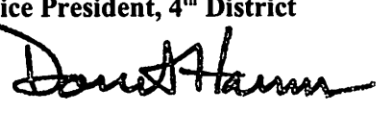
SIGNED AND DATED THIS 14 DAY OF December, 2021.



TED BILSKI
President, 6th District



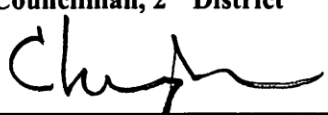
DANIEL DERNULC,
Vice President, 4th District



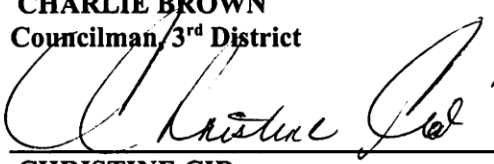
DAVID HAMM
Councilman, 1st District




ALFREDO MENCHACA
Councilman, 2nd District



CHARLIE BROWN
Councilman, 3rd District




CHRISTINE CID
Councilwoman, 5th District




CHRISTIAN J. JORGENSEN
Councilman, 7th District

INDIANA CERTIFICATE OF TITLE



STATE OF INDIANA

CERTIFICATE OF TITLE FOR A VEHICLE



MAKE FORD	MODEL NAME F750 SUPER DUTY	YEAR 2000	VIN 3FDXF75R1YMA30870
TITLE TYPE NORMAL	FORMER TITLE/STATE 00036176042/IN	PURCHASE DATE 09/02/14	BODY TYPE TK
OWNER(S) NAME TOWN OF MERRILLVILLE 7820 BROADWAY MERRILLVILLE IN 464105557		USAGE TAX PAID \$0.00	ISSUE DATE 12/04/14
MAILING ADDRESS MERRILLVILLE FIRE DEPT 26 W 73RD AVE MERRILLVILLE IN 464103802		ODOMETER/BRAND 012153/ACTUAL	
ADDITIONAL OWNER(S)		BRAND(S)	
FIRST LIENHOLDER		SECOND LIENHOLDER	
LIEN RELEASED BY: <u>X</u>		LIEN RELEASED BY: <u>X</u>	
PRINTED NAME: _____ POSITION: _____		PRINTED NAME: _____ POSITION: _____	
DATE: _____		DATE: _____	
THIRD LIENHOLDER		THIRD LIENHOLDER	
LIEN RELEASED BY: <u>X</u>		LIEN RELEASED BY: <u>X</u>	
PRINTED NAME: _____ POSITION: _____		PRINTED NAME: _____ POSITION: _____	
DATE: _____		DATE: _____	

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiana, certifies that the vehicle/watercraft has been duly titled and the owner of the described vehicle/watercraft is subject to the liens set forth.

INDIANA BUREAU OF MOTOR VEHICLES

Donald M. Snemis, Commissioner

F6743403

EXHIBIT A

TITLE NUMBER
14803228000036

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

PLEASE TYPE OR PRINT INFORMATION

REQUIREMENTS: Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing false statement may result in fines and or imprisonment.

TO SELLER: Seller is responsible for completing form. If title is in more than one name, all owners listed on the title must sign as seller. Do not sign as a Seller until all areas of the assignment are completed. Any person signing for a company must state position.

TO PURCHASER: You must apply for a new certificate of title within thirty-one days of the date of purchase, or pay a delinquent penalty fee. All liens shown on the face of this title must be released before you apply for a new title.

We swear or affirm that the information on this form is correct. We understand that a false statement may constitute the crime of perjury.

I (We) certify to the best of my (our) knowledge that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

, No Tenth MILES

The odometer reading stated is in excess of its mechanical limits. The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

SELLER INFORMATION			PURCHASER INFORMATION		
Signature of Seller		Position (if applicable)	Name of Purchaser		Dealer Number
Signature of Seller		Position	Address		
Printed Name of Seller		Dealer Number (if applicable)	City	State	Zip Code
Printed Name of Seller			Name of Lienholder (if applicable)		
Date of Sale (month, day, year)		Selling Price	Address		
		Trade In Price (if any)	City	State	Zip Code
		Total Price Paid	I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)		
			Signature of Purchaser		Printed Name of Purchaser

FIRST RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.				Name of Purchaser		Dealer Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Address		
				City	State	Zip Code
Name of Dealership		Name of Lienholder (if applicable)				
Signature		Address				
Printed Name		City	State	Zip Code		
Position	Dealer Number	I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)				
Date of Sale (month, day, year)		Signature of Purchaser		Printed Name of Purchaser		

SECOND RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.				Name of Purchaser		Dealer Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Address		
				City	State	Zip Code
Name of Dealership		Name of Lienholder (if applicable)				
Signature		Address				
Printed Name		City	State	Zip Code		
Position	Dealer Number	I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)				
Date of Sale (month, day, year)		Signature of Purchaser		Printed Name of Purchaser		

THIRD RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.				Name of Purchaser		Dealer Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Address		
				City	State	Zip Code
Name of Dealership		Name of Lienholder (if applicable)				
Signature		Address				
Printed Name		City	State	Zip Code		
Position	Dealer Number	I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)				
Date of Sale (month, day, year)		Signature of Purchaser		Printed Name of Purchaser		

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

**Board of Commissioners' of Lake County Approval of
Lake County, Indiana Resolution Approving Purchase of
Merrillville Fire Protection Territory's 2000, F750 Super Duty Truck**

WHEREAS, the Lake County Council held a public meeting on December,
14, 2021, at 10:00, A.M., at the Lake County Government Complex located at 2293 North
Main Street, Crown Point, Indiana 46307; and

WHEREAS, at that public meeting the Lake County Council passed and approved Lake
County Resolution Number: 21-73, which is entitled:

“Lake County, Indiana Resolution Approving Purchase of
Merrillville Fire Protection Territory's 2000, F750 Super Duty Truck.”

WHEREFORE, being duly advised the Board of Commissioners of Lake County hereby
issues its approval of this Lake County Resolution.

SIGNED AND DATED THIS _____ DAY OF _____, 2021.

KYLE W. ALLEN, SR.
Commissioner, 1st District

JERRY TIPPY,
COMMISSIONER, 2nd District

MICHAEL C. REPAY
COMMISSIONER, 3rd District

In the Matter of Ordinance Amending Ordinance No. 1449B The Ordinance Establishing the Lake County Tax Sale Local Rules and Repealing Ordinance No. 1412B, The Ordinance Establishing the Lake County Tax Sale Local Rules Adopted on September 12, 2017

Senator Lonnie Randolph spoke of the possible discrepancies in the Tax Sale process and asked the council to review.

Ted Bilski referred Senator Randolph to speak with the Lake County Auditor.

Jorgensen made the motion, seconded by Brown, to defer to January 11, 2022. Majority voted yes. Motion to defer to January 11, 2022 carried 7-0.

Senator Lonnie Randolph spoke of the discrepancies in the Tax Sale process.

In the Matter of Ordinance Amending Ordinance No. 1465A Concerning Holiday Schedule for the Calendar Year of 2022

Brown made the motion, seconded by Cid, to add January 3, 2022 and June 20, 2022 to the 2022 Holiday Calendar, and approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Dernulc made the motion, seconded by Hamm, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Cid made the motion, seconded by Hamm, to add January 3, 2022 and June 20, 2022 to the 2022 Holiday Calendar, and approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1465A-1

**ORDINANCE AMENDING THE ORDINANCE
CONCERNING HOLIDAY SCHEDULE FOR
THE CALENDAR YEAR OF 2022, ORDINANCE NO. 1465A**

WHEREAS, on November 9, 2021, the Lake County Council adopted the Ordinance Concerning Holiday Schedule for the Calendar Year of 2022, Ordinance No. 1465A; and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1465A.

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

That Ordinance No. 1465A, the Ordinance Concerning Holiday Schedule for the Calendar Year of 2022 is amended as follows:

DELETE:

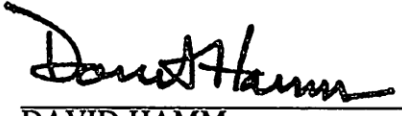






<u>2022:</u> New Year's Day	January 1st	Saturday closed
Martin Luther King, Jr.	January 17th	Monday closed
President's Day	February 21 th	Monday closed
Good Friday	April 15 th	Friday closed
Memorial Day	May 30th	Monday closed
Independence Day	July 4th	Monday closed
Labor Day	September 5 th	Monday closed
Columbus Day	October 10th	Monday closed
Veterans Day	November 11 th	Friday closed
Thanksgiving Day	November 24 th	Thursday closed
	November 25 th	Friday closed
Christmas Eve	December 24 th	Saturday closed
	*Observed December 23 rd	Friday closed
Christmas	December 25 th	Sunday closed
	*Observed December 26 th	Monday closed
New Year's Eve	December 31 st	Saturday closed
<u>2023:</u> New Years Day	January 1st	Sunday closed
	*Observed January 2 nd	Monday closed

INSERT:

<u>2022:</u> New Year's Day	January 1st	Saturday closed
	*Observed January 3 rd	Monday closed
Martin Luther King, Jr.	January 17th	Monday closed
President's Day	February 21 th	Monday closed
Good Friday	April 15 th	Friday closed
Memorial Day	May 30th	Monday closed
Juneteenth	June 19 th	Sunday closed
	*Observed June 20 th	Monday closed
Independence Day	July 4th	Monday closed
Labor Day	September 5 th	Monday closed
Columbus Day	October 10th	Monday closed
Veterans Day	November 11 th	Friday closed

Thanksgiving Day	November 24 th	Thursday closed
	November 25 th	Friday closed
Christmas Eve	December 24 th	Saturday closed
	*Observed December 23 rd	Friday closed
Christmas	December 25 th	Sunday closed
	*Observed December 26 th	Monday closed
New Year's Eve	December 31 st	Saturday closed
2023: New Years Day	January 1st	Sunday closed
	*Observed January 2 nd	Monday closed

SO ORDAINED THIS 14 DAY OF December, 2021.

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Amending Ordinance No. 1459B, the Ordinance Declaring Funds Not Created by Ordinance as Dormant and Inactive

Jorgensen made the motion, seconded by Cid, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1459B-6

ORDINANCE AMENDING ORDINANCE NO. 1459B,
THE ORDINANCE DECLARING FUNDS NOT
CREATED BY ORDINANCE AS DORMANT AND INACTIVE

WHEREAS, on May 11, 2021, the Lake County Council adopted the Ordinance Declaring Funds not Created by Ordinance as Dormant and Inactive, Ordinance No. 1459B; and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1459B in order to add the following funds not created by Ordinance as dormant and inactive:








- Fund 394 Therapy Dog Fund
- Fund 120 Griffith Deferral Program
- Fund 608 PTRC/HSC Holding Fund
- Fund 792 Non-Reverting Cumulative Drainage.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1459B shall be amended by adding the following funds not created by Ordinances as declared dormant and inactive:

- Fund 394 Therapy Dog Fund
- Fund 120 Griffith Deferral Program
- Fund 608 PTRC/HSC Holding Fund
- Fund 792 Non-Reverting Cumulative Drainage

SO ORDAINED THIS 14th DAY OF DECEMBER, 2021.

 DAVID HAMM	 TED F. BILSKI, President	 CHRISTINE CID
 CHRISTIAN J. JORGENSEN		 ALFREDO MENCHACA
 DANIEL E. DERNULC		 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Amending Ordinance 1459C, the Ordinance Declaring Funds Dormant and Inactive and Repealing the Ordinances Establishing the Funds

Jorgensen made the motion, seconded by Dernulc, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0

ORDINANCE NO. 1459C-7

ORDINANCE AMENDING ORDINANCE NO. 1459C, THE
ORDINANCE DECLARING FUNDS DORMANT AND
REPEALING AND RESCINDING THE ORDINANCE ESTABLISHING THE FUNDS

WHEREAS, on May 11, 2021, the Lake County Council adopted the Ordinance Declaring Funds Dormant and Repealing and Rescinding the Ordinance Establishing the Funds, Ordinance No. 1459C; and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1459C in order to add the following fund created by Ordinance as dormant and repealing and rescinding the Ordinance establishing the fund:





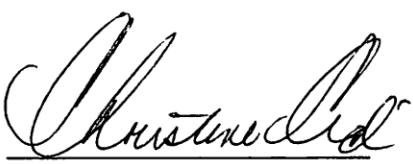

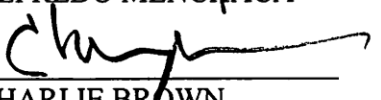
- Fund 300 Fingerprint Fee Fund Ordinance No. 1351D
- Fund 332 Commissary Payroll Pass Through Fund Ordinance No. 1330E.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1459C shall be amended by adding the following fund created by Ordinance as dormant and repealing and rescinding the Ordinance establishing the fund:

- Fund 300 Fingerprint Fee Fund Ordinance No. 1351D
- Fund 332 Commissary Payroll Pass Through Fund Ordinance No. 1330E.

SO ORDAINED THIS 14th DAY OF DECEMBER, 2021.

 <hr/> DAVID HAMM  <hr/> CHRISTIAN J. JORGENSEN  <hr/> DANIEL E. DERNULC	 <hr/> TED F. BILSKI, President	 <hr/> CHRISTINE CID  <hr/> ALFREDO MENCHACA  <hr/> CHARLIE BROWN
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Members of the Lake County Council

In the Matter of Lake County Part-Time Employees Pay Rate Ordinance for 2022

Dernulc made the motion, seconded by Jorgensen, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1466A

**LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2022**

WHEREAS, Lake County employs individuals on a part-time basis in order to provide services to the citizens of Lake County and State of Indiana; and

WHEREAS, the Lake County Council desires to establish a schedule of payment for Lake County part-time employees.

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

SECTION I. A part-time employee is a person who works a portion of the regular daily or monthly schedule, or is not assigned to fill a permanent position created by the Lake County Council, or State or Federal Law.

SECTION II. A part-time employee shall not work more than Twenty-nine (29) hours per week in any one or more County office or department, except as permitted by Lake County Ordinance.

SECTION III. All part-time employees not covered by the following list shall be paid a minimum rate of \$7.25 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals, unless otherwise provided.

SECTION IV. Notwithstanding Section III, the following apply for part-time and hourly named people, at the discretion of the officeholders:

- 1. Surveyor
 - a. Part-time Surveyor \$15.00/hr.
 - b. Clerical Personnel 8.00- 12.00/hr.
 - c. Data Entry Personnel 8.00- 12.00/hr.
 - d. Survey Field Technician 8.00- 15.00/hr.
- 2. Calumet/St. John Township Assessor Auditor positions 25.00/hr.

- | | | |
|-----|---|-------------------|
| 3. | Co. Ass'r (Board of Appeals) | 12.00/hr. |
| 4. | Township Assessor/Lake County Assessor
Real Estate Deputy | 10.00-12.00/hr. |
| 5. | Hobart Township Assessor
Real Estate Field Person | 10.00-12.00/hr. |
| 6. | Township Assessors & County Assessors
Positions for reassessment duties: | |
| | a. Data Entry Personnel | 10.00 - 12.00/hr. |
| | b. Field Personnel I | 10.00 - 12.00/hr. |
| | Field Personnel II | 12.00 - 14.00/hr. |
| | c. Supervisor/Coordinator | 13.00 - 15.00/hr. |
| | d. Project Director | 15.00 - 17.00/hr. |
| | e. Clerical Personnel | 10.00 - 12.00/hr. |
| | f. Photographer | 10.00 - 12.00/hr. |
| 7. | a. Ass't Attys. on contract with the Lake
County Council, Lake County Board of
Commissioners, Superior or County Courts,
or any other dept. of County Government
(This section does not apply to salaried
attorneys hired under a position established
by the Lake County Council, or attorneys who
contract at a different rate approved by the
Lake County Council and the Lake County Board
of Commissioners) | 90.00/hr. |
| | b. Attorneys for the Lake County Council or
Lake County Board of Commissioners, who
are employed as local bond counsel or
involved in special litigation for Lake
County, Indiana and approved by the Board of
Commissioners or County Council | 150.00/hr. |
| | c. Legal services for representation of
regular presiding judge in lawsuit
filed with the Indiana Supreme Court
naming the Lake Circuit Court as a
Respondent (with a cap at \$3,780.00) | 200.00/hr. |
| 8. | Co. employed Medical Doctors & Dentists | 75.00/hr. |
| 9. | Prosecutor's Office: | |
| | a. Deputy Prosecutors | 7.25 - 20.00/hr. |
| | b. Adult Protective Services Invest. | 7.25 - 12.00/hr. |
| | c. Semi-prof. law clerks, paralegals,
all other investigators | 7.25--10.00/hr. |
| | d. Secretary | 7.25--10.00/hr. |
| | e. Administrative Personnel | 10.00-25.00/hr. |
| 10. | Health Dept. | |
| | a. Clerk | 10.00-12.75/hr. |
| | b. Special Projects Coordinator | 15.00/hr. |
| | c. LHMF Pool & Beach Monitor/Lab Technician | 20.00/hr. |
| | d. Seasonal Vector Control Technician | 12.50-15.00/hr. |
| | e. Part-Time Instrument Chemist | 13.50/hr. |
| | f. TB Outreach Assistant | 16.00/hr. |
| | g. Vector Control Program Assistant
Director/GPS & GIS System Manager | 20.00/hr. |

- h. Immunization Reminder/Recall Clerk 23.00/hr.
- i. Seasonal Pool & Beach Monitor 8.00-15.00/hr.
- j. COVID-19 Resources Support Coordinator 20.00/hr.
- k. COVID-19 Testing Site Intake/Registration Staff 15.00/hr.
- l. COVID-19 Testing Site Nasal Swab Administration & Site Manager 18.00/hr.
- m. COVID-19 Vaccination Site Staff 15.00-35.00/hr.
- 11. Parks & Rec.
 - a. Skilled craft: 7.25-18.00/hr.
 - Painter
 - Mechanic
 - Equipment Operator
 - Carpenter
 - Park Technician
 - b. Technical: 7.25-18.00/hr.
 - Bookkeeper
 - Interpretive Educator
 - Computer Operator/Programmer
 - Concession Manager
 - Merchandise Manager
 - Lifeguard
 - Admissions
 - Gatekeeper
 - Cook
 - Bartender
 - Miscellaneous park operation & Programming staff
 - c. Security:
 - Off Duty Police Officers 25.00-50.00/hr.
 - d. Professional:
 - Assistant Manager 7.25-18.00/hr.
 - Landscape Architect
 - Planner
- 12. Election Board
 - a. Clerk 8.00 - 10.50/hr.
 - b. Seasonal Voting Machine Mechanics 7.25 - 12.00/hr.
- 13. Weights & Measures Dept.
 - a. County Inspector 12.00/hr.
 - b. Secretary & Technicians 8.00 - 9.50/hr.
 - c. Administrative Assistant 10.46/hr.
- 14. Lake County Council
 - a. Secretary 7.25 - 13.50/hr.
 - b. Financial Consultant 30.00/hr.
- 15. Coroner:
 - a. Investigator/Photographer I 14.00/hr.
 - b. Investigator/Photographer II 14.00/hr.
 - c. State Certified Medicolegal Death Investigators 14.00/hr.
 - d. Investigators & Path Assistants 12.00/hr.
 - e. Drug Overdose Analyst 15.00/hr.
- 16. Lake County Community Development (Weatherization Program)
 - a. Work Crew 7.25 - 10.00/hr.
 - b. Management, Carpenter 10.00 - 16.00/hr.

- 17. Lake Superior Court, County Div. I
 - a. Data Entry Personnel 10.00 - 18.00/hr.
 - b. Bailiff 8.00 - 18.00/hr.
 - c. Secretary 8.00 - 15.00/hr.
 - d. Admin/skilled craft 10.00 - 20.00/hr.
 - e. Clerical personnel 10.00 - 12.00/hr.
- 18. Lake Superior Court, County Div. II
 - a. Clerk 10.00/hr.
 - b. Secretary 12.00/hr.
 - c. Pauper Attorney 13.00/hr.
- 19. Lake Superior Court, County Div. III
 - a. Probation monitor 10.00/hr.
 - b. Court Reporter 10.00/hr.
 - c. Bailiff 20.00/hr.
 - d. Secretary/receptionist 10.50/hr.
 - e. Bailiff-Veterans Treatment Court 12.00/hr.
- 20. Lake Superior Court, County Div. IV
 - Court Clerk 10.00/hr.
- 21. Lake Superior Court, Civil Division
 - a. Resource Director Up to a maximum of \$25.00/hr.
 - b. Court Reporter Up to a maximum of \$25.00/hr.
 - c. Secretary/Office Manager Up to a maximum of \$25.00/hr.
 - d. Bailiff Up to a maximum of \$25.00/hr.
 - e. Law Clerks 25.00/hr.
- 22. Lake Superior Court, Juvenile Division
 - a. Probation Officer/12428-001 14.7969/hr.
 - b. Probation Officer/12428-018 24.2344/hr.
 - c. Probation Officer/12428-024 21.3894/hr.
 - d. Probation Officer/12428-031 19.4459/hr.
 - e. Court Reporter Up to a maximum of \$17.00/hr.
 - f. Bailiff Up to a maximum of \$15.00/hr.
 - g. Secretary Up to a maximum of \$12.00/hr.
 - h. Information Technology Specialist Up to a maximum of \$25.00/hr.
 - I. Maintenance Up to a maximum of \$20.00/hr.
- 23. Lake County Detention Center
 - a. Psychologist (maximum 9 hrs. per week) 53.42/hr.
 - b. Court Reporter 10.00/hr.
 - c. Off Duty Police Officer Up to a maximum of 25.00/hr.
 - d. Registered Nurse Up to a maximum of \$40.00/hr.
 - e. Detention Officer Up to a maximum of \$15.00/hr.
 - f. Bailiff Up to a maximum of \$15.00/hr.

24.	Lake Superior Court, Criminal Division	
	a. Probation Officer	20.00/hr.
	b. Secretary	15.00/hr.
	d. Bailiff	20.00/hr.
25.	Lake Circuit Court	
	a. Care Provider	10.00/hr.
	b. Law Clerks	12.00/hr.
	c. Doctor of Psychology	75.00/hr.
	d. Clinician (with Master's Degree in Family Therapy)	75.00/hr.
	e. Clerical Personnel	8.00-12.00/hr.
	f. Bailiff	8.00-18.00/hr.
	g. Paralegal	14.00/hr.
	h. Staff Attorney	36.00/hr.
26.	Court Administrator	
	a. Bond Court Judge	90.00/hr.
	b. Administrative Assistant	10.00-12.00/hr.
27.	Clerk of the Circuit Court Clerk/Part-Time	9.00 - 15.00/hr.
28.	Public Defender's Office	
	a. Law Clerks	17.00/hr.
	b. Paralegals	14.00/hr.
	c. Investigator	14.00/hr.
29.	Lake County Emergency Management	
	a. Coordinator/Project Impact Grant	12.00-15.00/hr.
	b. Administrative Assistant	8.00-12.00/hr.
30.	I. Board of Commissioners	
	a. Comm.'s assistant for Commissioner Real Estate Tax Sales	10.50/hr.
	b. Purchasing Assistant	8.00-12.00/hr.
	c. Finance Manager	27.00/hr.
	II. E-911 Department 2901 - Dispatchers	
	a. Housekeeper	9.00-12.00/hr.
	b. Dispatchers	
	0-5 yr. Experience & Expertise	16.00-18.00/hr.
	6-10 yrs. Experience & Expertise	18.00-20.00/hr.
	11 + yrs. Experience & Expertise	20.00-22.00/hr.
31.	Lake County Sheriff's Department	
	a. Bookkeeper	12.00-15.00/hr.
	b. Radio Dispatcher (Sheriff)	12.00-15.00/hr.
	c. EMT	12.00-15.00/hr.
	d. Corrections Qualified Mental Health Professional (QMHP)	24.00/hr.
	Additional differential pay for midnight shift-\$3.00	
	e. Health Professional Candidate(QMHP-C)	17.00-22.00/hr.
	Additional differential pay for midnight shift - \$3.00	
	f. Health Staff (QMHS)	10.50-15.00/hr.
	Additional differential pay for midnight shift - \$3.00	
	g. 0500-Clerks	10.00-11.00/hr.
	h. 0500-Maintenance	10.00-11.00/hr.
	i. Investigator	12.00-15.00/hr.
	j. VIP Grant Employee	34.00/hr.
	k. Certified Nurse Practitioner	74.25/hr.
	l. Criminal Investigator	20.00-25.00/hr.
	m. Court Security	12.00-17.00/hr.






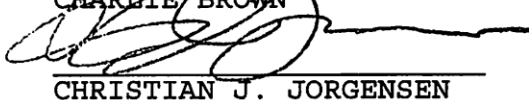

32.	Lake County Public Works Dept. Sign Technician	10.79/hr.
33.	Lake County Recorder Deputy Recorders	10.00-15.00/hr.
34.	Lake County Fairgrounds a. Maintenance Employees	8.50/hr.
	b. Grounds Keeper (Major Equipment Operator)	8.00-12.00/hr.
	c. Event Coordinator	12.00-14.00/hr.
35.	Lake County Highway Dept. Engineer Intern	12.50-14.00/hr.
36.	Lake County Soil and Water Cons. Dist. Secretary	7.25-13.00/hr.
37.	Auditor's Office a. Accounting Clerks	7.25-10.00/hr.
	b. Administrative Personnel	11.00-15.00/hr.
38.	Treasurer's Office Administrative Personnel	10.00-15.00/hr.
39.	Lake County Plan Commission a. Professional Land Planner	15.00/hr.
	b. Planning & Building Intern	10.00-12.00/hr.
	c. Secondary Building Assistant	Up to a maximum of 30.00/hr.
40.	Government Center & Courthouse Depts. a. Technically Trained	11.00-15.00/hr.
	b. All other part-time employees	8.00-9.00/hr.
41.	Drainage Board a. Clerical Personnel	8.00-12.00/hr.
	b. Field Personnel I	8.00-12.00/hr.
	c. Field Personnel II	10.00-12.00/hr.
42.	Veterans Service Office Clerk/Secretary	8.00-15.00/hr.
43.	Lake County Court Administered Alcohol and Drug Service Program LADOS Div. 2 a. Clerk/Court Intake Representative	10.00-15.00/hr.
	b. Administrative Skilled Craft/Assistant	12.00-20.00/hr.
	c. Certified Addictions Mental Health Professional/Education Instructor	30.00-40.00/hr.
	d. Licensed Clinician, Master's Level, LCAC, LMHC	50.00-55.00/hr.
44.	LADOS, Div. I a. Admin/Skilled Craft	10.00-30.00/hr.
	b. Clerical Personnel	8.00-15.00/hr.
45.	IV-D Juvenile Court, Department 3950 a. Court Reporter	Up to a maximum Of \$15.00/hr.
	b. Bailiff	Up to a maximum Of \$15.00/hr.
	c. Secretary	Up to a maximum Of \$12.00/hr.
46.	CASA Program, Department 4150 a. Secretary	8.00-10.00/hr.
	b. Technician	8.00-15.00/hr.
	c. CASA Attorney	57.00/hr.

47. Purdue Cooperative Extension
Secretary/Receptionist/Social Media
Coordinator 7.25-11.50/hr.

SECTION V. A. In the event any part-time employee of
Lake County, Indiana, cannot continue a work
assignment due to weather conditions, the
employee shall be relieved from the assignment
for the balance of the work day and be paid
only for the actual time incurred working on
the assignment.

B. In the event any part-time employee of
Lake County, Indiana, reports for work and is
unable to begin work due to weather conditions
the employee shall be relieved for the work day,
and be paid for two hours.

SO ORDAINED this 14 day of DECEMBER, 2021.

	
CHRISTINE CID	TED F. BILSKI, President
	
DANIEL E. DERNULC	CHARLIE BROWN
	
ALFREDO MENCHACA	CHRISTIAN J. JORGENSEN
	
	DONALD HAMM

Members of the Lake County Council

In the Matter of Lake County Mileage Rate Ordinance for 2022

Dernulc made the motion, seconded by Jorgensen, to defer to January 11, 2022. Majority voted yes.
Motion to defer carried 7-0.

In the Matter of Ordinance Amending Ordinance No. 1356C Lake County Employees Handbook, 2013 Edition

Cid made the motion, seconded by Menchaca, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Cid made the motion, seconded by Jorgensen, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Cid made the motion, seconded by Jorgensen, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0

ORDINANCE NO. 1356C-11

**AN ORDINANCE AMENDING ORDINANCE NO. 1356C
LAKE COUNTY EMPLOYEE HANDBOOK, 2013 EDITION**

WHEREAS, on January 8, 2013, the Lake County Council adopted the Lake County Employee Handbook, 2013 Edition, Ordinance No. 1356C, (Lake County Code Chapter 32); and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1356C.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

The Lake County Employee Handbook, 2013 Edition, Ordinance No. 1356C (Lake County Code Chapter 32) be amended as follows:

LAKE COUNTY’S FAMILY AND MEDICAL LEAVE ACT POLICY

DELETE:

PARENTAL LEAVE POLICY

Notwithstanding LAKE COUNTY’S FAMILY AND MEDICAL LEAVE ACT POLICY (FMLA), Section 4.3 FAMILY AND MEDICAL LEAVE, the following Parental Leave Policy shall be established:

Lake County shall offer eight (8) weeks of 100% paid parental leave to eligible full-time employees to provide parental care after birth or adoption of an employee’s child. Paid parental leave is intended to give new parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their professional obligations.








INSERT:

PARENTAL LEAVE POLICY

Notwithstanding LAKE COUNTY’S FAMILY AND MEDICAL LEAVE ACT POLICY (FMLA), Section 4.3 FAMILY AND MEDICAL LEAVE, the following Parental Leave Policy shall be established:

Lake County shall offer eight (8) weeks of 100% paid parental leave to eligible full-time employees to provide parental care after birth or adoption of an employee’s child. Paid parental leave is intended to give new parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their professional obligations. Correctional Officers and Police Officers covered by a collective bargaining agreement, are not eligible to receive paid parental leave under this policy.

SO ORDAINED THIS 14 DAY OF December, 2021.

 DAVID HAMM  CHRISTIAN J. JORGENSEN  DANIEL E. DERNULC	 TED F. BILSKI, President	 CHRISTINE CID  ALFREDO MENCHACA  CHARLIE BROWN
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Members of the Lake County Council

In the Matter of Ordinance to Establish Responsible Business Practices and Submission Requirements for Projects Receiving Economic Incentives from Lake County, Indiana

Randy Palmateer asked the council to defer so he could make sure that this ordinance does not conflict with the Project Labor Agreement Ordinance and the existing ordinance with the RBO that they already have.

Dernulc made the motion, seconded by Jorgensen, to defer to January 11, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Ordinance to Establish Responsible Bidding Practices and Submission for Submitting Bids to Perform Construction Work on Public Works Projects

Dernulc made the motion, seconded by Jorgensen, to defer to January 11, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Ordinance Amending Lake County Self Insurance Ordinance, Ordinance No. 992C-3

Dernulc made the motion, seconded by Jorgensen, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Dernulc made the motion, seconded by Jorgensen, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0

ORDINANCE NO. 992C-49

ORDINANCE AMENDING LAKE COUNTY SELF INSURANCE
ORDINANCE, ORDINANCE NO. 992C-3

WHEREAS, on May 9, 1989 the Lake County Council adopted the Lake County Self Insurance Ordinance;

WHEREAS, the Lake County Council now desires to amend Ordinance No. 992C-3.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 992C-3 be amended as follows:

**SECTION IV. EMPLOYEE ELIGIBILITY REQUIREMENTS FOR PARTICIPATION
IN THE EMPLOYEE BENEFIT PROGRAM**

D. Cost Center Contributions for Health Care.





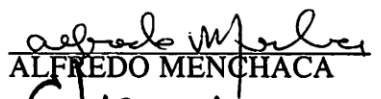


DELETE:

- 1. Effective January 1, 2021, costs center contributions for health care are hereby established at \$880.00 per pay period for each full-time position, single or family, effective date January 1, 2021.
- 2. That the \$880.00 per pay period contribution shall be made by all offices, departments and agencies that have full-time employees.

INSERT:

- 1. Effective January 1, 2022, costs center contributions for health care are hereby established at \$925.00 per pay period for each full-time position, single or family, effective date January 1, 2022.
- 2. That the \$925.00 per pay period contribution shall be made by all offices, departments and agencies that have full-time employees.

SO ORDAINED THIS 14TH DAY OF DECEMBER, 2021.

 DAVID HAMM	 TED F. BILSKI, President	 CHRISTINE CID
 CHRISTIAN J. JORGENSEN		 ALFREDO MENCHACA
 DANIEL E. DERNULC		 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Creating the Prosecutor's High-Tech Crime Unit Grant Fund, Under Prosecutor's Fund 99-00800, a Non-Reverting Fund

Cid made the motion, seconded by Menchaca, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Cid made the motion, seconded by Menchaca, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Cid made the motion, seconded by Menchaca, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1466B

**ORDINANCE CREATING THE PROSECUTOR’S HIGH TECH
CRIME UNIT GRANT FUND, UNDER PROSECUTOR’S
FUND NO. 99- -0800, A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require will be made; and
- WHEREAS,** House Enrolled Act 1082 added I.C. 33-39-8-7 to the Indiana Code allowing the Indiana Prosecuting Attorneys Council to establish high tech crimes units to assist prosecuting attorneys in investigating, collecting evidence, and prosecuting high tech crimes; and
- WHEREAS,** the Indiana Prosecuting Attorneys Council selected the Lake County Prosecuting Attorney’s Office as one of ten offices to organize a high tech crimes unit (HTCU) which will serve law enforcement agencies in Lake and Porter Counties; and
- WHEREAS,** this is a State-funded grant that the Indiana Prosecuting Attorneys Council will administer allowing it to provide the Lake County Prosecuting Attorney’s Office the amount of \$570,000.00 with a maximum of \$285,000.00 per year to begin on January 1, 2022 and end on December 31, 2024; the grant allows the prosecuting attorney to establish, staff, administer and maintain a HTCU capable of processing digital forensic evidence; and
- WHEREAS,** the Lake County Council desires to create the Prosecutor’s High Tech Crime Unit Grant Fund, Fund No. 99- -0800, a non-reverting Fund, for the deposit of all monies received from the Grant for the purposes specified by the Grant, which appropriations shall be made by the Indiana Prosecuting Attorneys Council as provided I.C. 33-39-8-7.

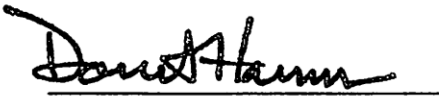






NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

- 1. That the County Council hereby establishes the Prosecutor’s High Tech Crime Unit Grant Fund, under Prosecutor’s Office Fund No. 99- -0800, a non-reverting Fund (the Fund).
- 2. That all monies received from the Indiana Prosecuting Attorneys Council for the High Tech Crimes Unit Grant, shall be deposited in the Fund, and appropriated for the purposes specified by the Grant, and shall be

administered by the Indiana Prosecuting Attorneys Council and the Lake County Prosecutor's High Tech Crime Unit.

- 3. That pursuant to I.C. 33-39-8-7, the Indiana Prosecuting Attorneys Council shall appropriate all money to be paid out of the Fund, except as otherwise provided by Law.
- 4. All money remaining in the Fund as the end of the year shall not revert to the General Fund, but shall remain in the Prosecutor's High Risk Crime Unit Grant Fund, Fund No. 99- -0800, a non-reverting Fund, subject to appropriation by the Indiana Prosecuting Attorneys Council.

SO ORDAINED THIS 14 DAY OF DECEMBER, 2021.

 DAVID HAMM	 TED F. BILSKI, President	 CHRISTINE CID
 CHRISTIAN J. JORGENSEN		 ALFREDO MENCHACA
 DANIEL E. DERNULC		 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Ordinance Petition to Install 15 Ton Weight Limits To:

Jorgensen made the motion, seconded by Dernulc, to approve the ordinance for the Installation of 15 Ton Weight Limit Signs on First Reading. Majority voted yes. Motion carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend the Rules. Majority voted yes. Motion carried 7-0.

Jorgensen made the motion, seconded by Cid, to approve the ordinance for the Installation of 15 Ton Weight Limit Signs on Second Reading. Majority voted yes. Motion carried 7-0.

- 81st Avenue Sheffield to Patterson
- White Oak Avenue – 151st – 197th
- 169th Avenue-State Line Road to White Oak Avenue
- 173rd Avenue-White Oak Avenue-White Oak Avenue to US 41
- 165th Avenue-White Oak Avenue-White Oak Avenue to US 41
- 181st Avenue-Hadders Road to US 41
- State Line Road-169th Avenue to Yellow Head Township
- State Line Road-113th Avenue to Washington Township
- Calumet Avenue-185th to State Road 2
- 157th Avenue to White to US 41

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WEIGHT FORM

Ordinance 1466C

**ORDINANCE PETITION
FINDING OF FACT**

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF A 15 TON WEIGHT LIMIT AND OVER THE FOLLOWING DESCRIBED ROADS BE APPROVED (~~DENIED~~).

81 th Avenue Sheffield to Patterson	15 Ton Weight Limit
White Oak Avenue- 151 st - 197 th	15 Ton Weight Limit
169 th Avenue-State Line Road to White Oak Avenue	15 Ton Weight Limit
173 rd Avenue-White Oak Avenue to US 41	15 Ton Weight Limit
165 th Avenue-White Oak Avenue to US 41	15 Ton Weight Limit
181 st Avenue-Hadder Road to US 41	15 Ton Weight Limit
State Line Road-169 th Avenue to Yellow Head Township	15 Ton Weight Limit
State Line Road-113 th Avenue to Washington Township	15 Ton Weight Limit
Calumet Avenue-185 th to State Road 2	15 Ton Weight Limit
157 th Avenue to White Oak to US 41	15 Ton Weight Limit

BASED UPON THE FOLLOWING FINDING OF FACT:

1) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON 7-29-21 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-2-1 AND HAS DETERMINED THAT A 15 TON WEIGHT LIMITS ~~(ARE)~~ (ARE) WARRANTED AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

2) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES ~~(ARE)~~ (ARE) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED ROAD (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO ESTABLISH ~~(DENY)~~ A 15 TON WEIGHT LIMIT ORDINANCE (S) AT THE ABOVE DESCRIBED ROADS.

**RECOMMENDED TO THE BOARD
OF COUNTY COMMISSIONERS BY:**



THE LAKE COUNTY SHERIFF



LAKE COUNTY HIGHWAY SUPERINTENDENT

 8.13.2021

LAKE COUNTY HIGHWAY ENGINEER

SEE ATTACHED ENGINEERING REPORT

December 14, 2021

COUNTY APPROVAL DATE

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LAKE:**



COUNTY COMMISSIONER Kyle W. Allen Sr.



COUNTY COMMISSIONER Jerry Tippy



COUNTY COMMISSIONER Michael C. Repay

November 17, 2021

DATED

COUNTY REJECTION DATE

“SO RESOLVED THIS 14 DAY OF December, 2021

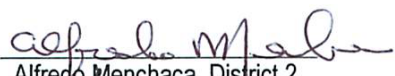
LAKE COUNTY COUNCIL
LAKE COUNTY, INDIANA




Ted Bilski., President, District 6




David Hamm, District 1



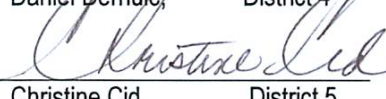
Alfredo Menchaca, District 2



Charlie Brown, District 3



Daniel Demulc, District 4



Christine Cid, District 5



Christian J. Jorgensen, District 7

Attest:



John Petalas, Lake County Auditor OG

In the Matter of Plan Commission – Ordinance 2543 Van Kalker Limited Partnership II, Owner Reith-Riley Construction Co., Inc., Petitioner, A-1 to CDD, 11-17-2021, Favorable Recommendation with Two Conditions (Vote 7-1)

Jorgensen made the motion, seconded by Dernulc, to approve proposal. Majority voted yes. Motion to approve proposal carried 7-0.

**ORDINANCE #2543
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation November 17, 2021).

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

ZONE CHANGE from A-1 (Agricultural Zone) to CDD (Conditional Development District) owned by Van Kalker Family Limited Partnership II and petitioned by Reith-Riley Construction Co., Inc. to allow production of hot mix asphalt pavement on the following described property:

General Location: Located approximately one mile west of Clay Street on the north side of 189th Avenue in Eagle Creek Township.

LEGAL DESCRIPTION: BEING THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EAGLE CREEK TOWNSHIP, LAKE COUNTY, INDIANA.

This Zone Change is to include the following conditions:

- 1. The attached Zoning Commitments.
- 2. Site Development Plan approval will occur at a public meeting of the Plan Commission.

IS HEREBY X BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 14 DAY OF December , 2021.

MEMBERS OF THE LAKE COUNTY COUNCIL



TED BILSKI, PRESIDENT



ALFREDO MENCHACA


DANIEL DERNULC


CHRISTINE CID


CHRISTIAN JORGENSEN


CHARLIE BROWN


DAVID HAMM

In the Matter of Plan Commission – Ordinance 2544 Greg & Diane Hovan, Owners/Petitioners A-1 to RR, 11-17-2021, Favorable Recommendation (Vote 8-0)

Jorgensen made the motion, seconded by Dernulc, to approve proposal. Majority voted yes. Motion to approve proposal carried 7-0.

**ORDINANCE #2544
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation November 17, 2021).

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

ZONE CHANGE from A-1 (Agricultural Zone) to RR (Rural Residential) owned and petitioned by Greg and Diane Hovan for a proposed four-lot single family residential development on the following described property:

General Location: Located at the southwest quadrant at the intersection of 139th Avenue and Arizona Street in Winfield Township.

LEGAL DESCRIPTION:

(PER TRANSFER ON DEATH DEED DOC. NO. 2009-081437) PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 27 MINUTES 55 SECONDS EAST 1327.64 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE CONTINUING SOUTH 89 DEGREES 27 MINUTES 55 SECONDS EAST 492.63 FEET TO THE SOUTHEAST CORNER OF THE WEST 15 ACRES OF SAID QUARTER QUARTER, BEING THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 0 MINUTES 26 SECONDS WEST 1326.18 FEET ALONG THE EAST LINE OF SAID WEST 15 ACRES 1326.18 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER; THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST 514.80 FEET ALONG SAID NORTH LINE; THENCE SOUTH 0 DEGREES 1 MINUTES 5 SECONDS EAST 300 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST 320 FEET TO THE EAST LINE OF SAID QUARTER QUARTER; THENCE SOUTH 0 DEGREES 1 MINUTES 5 SECONDS EAST 1025.37 FEET TO THE SOUTH LINE OF SAID QUARTER QUARTER; THENCE NORTH 89 DEGREES 27 MINUTES 55 SECONDS WEST 835.01 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

(PER WARRANTY DEED DOC. NO. 2019-002702) PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A MAG NAIL ON THE NORTH LINE OF SAID QUARTER-QUARTER SECTION LYING 320 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID QUARTER-QUARTER SECTION, 290.40 FEET TO A 5/8" REBAR WITH ABONMARCHÉ I.D. CAP; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 150.00 FEET TO A 5/8" REBAR WITH ABONMARCHÉ I.D. CAP; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER-QUARTER SECTION, 290.40 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE EAST, ALONG SAID NORTH LINE, 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1 ACRE, MORE OR LESS.

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ALFREDO MENCHACA



DANIEL DERNULC



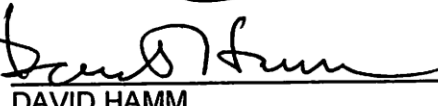
CHRISTINE CID



CHRISTIAN JORGENSEN



CHARLIE BROWN



DAVID HAMM

In the Matter of Plan Commission – Ordinance 2545 – Tom DeMichael, Owner, McMahon Associates Inc. Petitioner, A-1 to R-1, 11-17-2021, Favorable Recommendation (Vote 8-0)

Jorgensen made the motion, seconded by Hamm, to approve proposal. Majority voted yes. Motion to approve proposal carried 7-0.

**ORDINANCE #2545
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation November 17, 2021).

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

ZONE CHANGE from A-1 (Agricultural Zone) to R-1 (One Family Zone) owned by Tom DeMichael and petitioned by McMahon Associates, Inc. for a proposed one-lot single family residential development on the following described property:

General Location: Located approximately 2/10 of a mile south of 157th Avenue on the east side of Colorado Street in Eagle Creek Township.

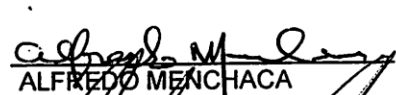
PARCEL 2 LEGAL DESCRIPTION: Part of the South 55 acres of the West Half of the Northwest Quarter of Section 12, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said South 55 acres, said point also being the Southwest corner of Fitzpatrick's Corner Subdivision as per plat thereof, recorded in Plat Book 61 page 5 in the Office of the Recorder of Lake County, Indiana; thence South 00°49' 59" East, along the West line of said Northwest Quarter a distance of 204.00 feet to the point of Beginning; thence South 89°45' 05" East parallel with the South line of said Fitzpatrick's Corner Subdivision and the North line of said South 55 acres, a distance of 420.00 feet; thence South 00°49' 59" East, parallel with the West line of said Northwest Quarter a distance of 315.00 feet; thence South 89° 45' 05" West a distance of 420.00 feet to the West line of said Northwest Quarter; thence North 00° 49' 59" West along said West line a distance of 315.00 feet to the point of beginning, containing 3.037 acres more or less.

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DANIEL D'ERNULC


CHRISTINE CID


CHRISTIAN JORGENSEN


CHARLIE BROWN


DAVID HAMM

Acknowledgments:

Bilski: On December 11, 2021 the State of Indiana turned 205 years old. On that day in 1916, Indiana joined the nation as the 19th State when President James Madison signed a congressional resolution admitting Indiana “On an equal footing with the original states in all respects. The population was home to some 60,000 people, one of which was a seven-year-old Abraham Lincoln. The 2020 census counted 6,785,528 people, making it the 17th most populous state in the country.

Bilski: St. John Police officer Darrel Shaffer saved the lives of two sisters by pulling them from a car that had gone into a Hammond Detention Pond Sunday night after a police chase. One was a three-year old and the other child was 8 months. Both were treated at Regional Hospital and transferred to Lurie Children’s Hospital.

Jorgensen recognized the Hanover Central Football team for their 2021 season. They had an 11-2 record, they were the GSSC Conference Champions, they were the Sectional 25 Champions for the first time in Hanover school history and they are the third leading scoring team in the entire state.

Council Comments:

Councilman Hamm discussed to possibility of not allowing transfers after the budget is passed.

Public Comments: Attorney Richard Dawson for Munster, Indiana asked the council to consider an alternative to prohibiting assignments of tax liens.

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

President, Lake County Council

ATTEST:

John E. Petalas,
Lake County Auditor