

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, Presiding Chair Christine Cid, David Hamm, Clorius Lay, Charlie Brown, Pete Lindemulder, Ted Bilski and Randy Niemeyer, County Councilpersons, together with Tom O'Donnell and Ray Szarmach, County Council Attorneys.

In the Matter of Minutes – November 14, 2023

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

ORDINANCE #1490

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
Supplemental Public Defender Fund 1405		
<u>Criminal Div. Public Defender 9002</u>		
63190 Other Professional Services	\$60,000.00	\$60,000.00
LC Parks ARP Act NLCT Grant Fund 9443		
<u>Administrative Services 9204</u>		
64110 Land Purchases	\$1,157,500.00	\$1,157,500.00

Adopted this 12th day of December, 2023.

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>Coroner's Office 1007</u>		
County General Fund 1001		
From: 1001-61150 Paraprofessionals	\$96,000.00	\$96,000.00
1001-62255 Pathology Supplies	\$15,000.00	\$15,000.00
To: 1001-61190 Part-Time	\$6,000.00	\$6,000.00
1001-64490 Other Equipment	\$105,000.00	\$105,000.00
<u>St. John Township Assessor 2006</u>		
Reassessment 2015 Fund 1337		
From: 1337-62110 Office Supplies	\$400.00	\$400.00
To: 1337-64490 Other Equipment	\$400.00	\$400.00
<u>Criminal Courts 3002</u>		
County General Fund 1001		
From: 1001-61120 Professionals	\$20,000.00	\$20,000.00
1001-61160 Office & Clerical	\$5,000.00	\$5,000.00
1001-61210 Longevity – Deduction	\$1,000.00	\$1,000.00
To: 1001-63190 Other Professional Service	\$15,000.00	\$15,000.00
1001-63290 Other Comm & Trans	\$11,000.00	\$11,000.00

Lake County Commissioners 6002

Co. Cumulative Capital Develop Fund 1651

From: 1651-64440 Motor Vehicles	\$246,500.00	\$246,500.00
1651-64510 Other Capital Outlay	\$50,000.000	\$50,000.00
To: 1651-63995 Other Services & Charges	\$296,500.00	\$296,500.00

Sheriff 8001

County General Fund 1001

From: 1001-61140 Protective Services	\$6,000.00	\$6,000.00
1001-62110 Office Supplies	\$30,000.00	\$30,000.00
1001-62220 Garage & Motors	\$20,000.00	\$20,000.00
1001-63188 Employee Testing	\$10,000.00	\$10,000.00
1001-63620 Equipment Repair	\$15,000.00	\$15,000.00
1001-63670 Other Repairs	\$14,000.00	\$14,000.00
To: 1001-61190 Part-Time	\$6,000.00	\$6,000.00
1001-64490 Other Equipment	\$89,000.00	\$89,000.00

Sheriff 8001

Public Safety CAGIT Non-Reverting Fund 4010

From: 4010-63620 Equipment Repair	\$14,000.00	\$14,000.00
4010-64420 Office Machines	\$30,000.00	\$30,000.00
To: 4010 64490 Other Equipment	\$44,000.00	\$44,000.00

Prosecutor 9001

Pre-Trial Diversion Fund 7135

From: 7135-61160 Office & Clerical	\$8,000.00	\$8,000.00
To: 7135-63231 Travel – Registration	\$4,000.00	\$4,000.00
7135-63233 Travel – Lodging	\$4,000.00	\$4,000.00

Parks & Recreation 9203

Park & Recreation Fund 1107

From: 1107-61160 Office & Clerical	\$25,000.00	\$25,000.00
1107-61170 Skilled Craft Workers	\$20,000.00	\$20,000.00
To: 1107-61190 Part-Time	\$25,000.00	\$25,000.00
1107-61320 FICA – Deduction	\$20,000.00	\$20,000.00

Commissioners/Lake County 911 9305

E-911 Operating Fund 1014

From: 1014-61340 Group Insurance – Deduction	\$40,000.00	\$40,000.00
To: 1014-61320 FICA – Deduction	\$15,000.00	\$15,000.00
1014-61330 PERF – Deduction	\$25,000.00	\$25,000.00

and that such transfer does not necessitate expenditure of more money than was set out in detail in the budget as finally approved by the Department of Local Government Finance.

This transfer was made at a regular public meeting according to proper ordinance, a copy of which is attached to this certificate.

Dated this 12th day of December, 2023.

Additional

Made Motion Seconded

Supplemental Public Defender Fund 1405

Criminal Div. Public Defender 9002

(\$60,000)	Lindemulder	Hamm	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
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LC Parks ARP Act NLCT Grant Fund 9443

Administrative Services 9204

(\$1,157,500)	Niemeyer	Lindemulder	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
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Transfers

	Made Motion	Seconded	
<u>Coroner's Office 1007</u> County General Fund 1001 (\$111,000)	Niemeyer	Lindemulder	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>St. John Township Assessor 2006</u> Reassessment 2015 Fund 1337 (\$400)	Hamm	Niemeyer	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Criminal Courts 3002</u> County General Fund 1001 (\$26,000)	Hamm	Bilski	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Lake County Commissioners 6002</u> Co. Cumulative Capital Develop Fund 1651 (\$296,500)	Bilski	Hamm	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Sheriff 8001</u> County General Fund 1001 (\$95,000)	Niemeyer	Lindemulder	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Sheriff 8001</u> Public Safety CAGIT Non-Reverting Fund 4010 (\$44,000)	Niemeyer	Hamm	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Prosecutor 9001</u> Pre-Trial Diversion Fund 7135 (\$8,000)	Lindemulder	Hamm	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Parks & Recreation 9203</u> Park & Recreation Fund 1107 (\$45,000)	Niemeyer	Lindemulder	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.
<u>Commissioners/Lake County 911 9305</u> E-911 Operating Fund 1014 (\$40,000)	Niemeyer	Lindemulder	Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Administrative Services 9204 – Create New Line Item – LC Parks ARP Act NLCT Grant Fund 9443

Niemeyer made the motion, seconded by Lindemulder, to approve the creation of the following new line item:

64110 Land Purchases

Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Coroner’s Office 1007 – Create New Line Item – County General Fund 1001

Niemeyer made the motion, seconded by Brown, to approve the creation of the following new line item:

64490 Other Equipment

Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Revised 144 – Prosecutor’s Elderly Abuse Fund 8127 – **Retroactive 07/01/2023**

Lindemulder made the motion, seconded by Hamm, to approve the following revised 144 retroactive to 7/1/2023:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
11031-001 Admin. Coordinator Investigator	\$64,890.00	\$67,486.00	\$2,596.00
11402-002 Administrative Assistant	\$38,934.00	\$40,491.00	\$1,557.00
11402-003 Administrative Assistant	\$38,934.00	\$40,491.00	\$1,557.00
11403-001 Case Monitor	\$45,423.00	\$47,240.00	\$1,817.00

Majority voted yes. Lay was absent. Motion to approve Revised 144 retroactive to 7/1/2023 carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Parks and Recreation Department = Indiana Department of Natural Resources – President Benjamin Harrison Conservation Trust – FY 2023 Land Acquisition Grant Application

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Parks and Recreation Department = Little Calumet River Basin Development Commission Grant Application for Land Acquisition – Spurlock Property Acquisition #1

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Parks and Recreation Department = Little Calumet River Basin Development Commission Grant Application for Land Acquisition – Spurlock Property Acquisition #2

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Parks and Recreation Department as a subrecipient to The Nature Conservancy as a subrecipient to the National Fish and Wildlife Foundation = US Department of Interior – US Fish and Wildlife Service – Great Lakes Restoration Initiative (GLRI) – Grand Calumet River Area of Concern Habitat Restoration Management Project Grant Sub-award

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee Lake County Sheriff’s Department – Marine Patrol Unit = US Department of Homeland Security – Indiana Department of Natural Resources – 2024 Marine Patrol Assistance Grant

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Prosecutor’s Office = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Federal Financial Participation (FFP) Program – FY 2024-2025 Grant Renewal Application

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Prosecutor’s Office = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Regular Incentive Grant Program – FY 2024-2025 Grant Renewal Application

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Clerk’s Office = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Federal Financial Participation (FFP) Program – FY 2024-2025 Grant Renewal Application

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Lake County Clerk’s Office = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Regular Incentive Grant Program – FY 2024-2025 Grant Renewal Application

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee – Lake Superior Court – Juvenile Division = Indiana Department of Corrections (IDOC) – Juvenile Community Corrections Program – 2024-2025 Grant Renewal Application

Niemeyer made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake Superior Court – Juvenile Division = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Federal Financial Participation (FFP) Program – FY 2024-2025 Grant Renewal Application

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake Superior Court – Juvenile Division = US Department of Health and Human Services – Indiana Department of Child Services – Title IV-D Child Support Enforcement (CSE) – Regular Incentive Grant Program – FY 2024-2025 Grant Renewal Application

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

In the Matter of Councilmanic Posts – Northwest Indiana Community Action Corporation – Elected Official (1)

Bilski made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski nominated Councilman Pete Lindemulder and Tim Brown as his proxy.

Hamm made the motion to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Councilman Pete Lindemulder and Tim Brown as his proxy. Majority voted yes. Lay was absent. Motion to seat Councilman Pete Lindemulder and Tim Brown as his proxy carried 6-yes, 1-absent.

In the Matter of Councilmanic Posts – Contractors Licensing Board – Lake County Councilmember (1) Shall

Hamm made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Hamm nominated Councilman Charlie Brown.

Bilski made the motion, seconded by Hamm, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Hamm made the motion, seconded by Niemeyer, to seat Councilman Charlie Brown. Majority voted yes. Lay was absent. Motion to seat Councilman Charlie Brown carried 6-yes, 1-absent.

In the Matter of Councilmanic Posts – Garner Scholarship Committee – Two Members (2)

Bilski made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski nominated Councilwoman Christine Cid and Councilman Pete Lindemulder.

Hamm made the motion to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Councilwoman Christine Cid and Councilman Pete Lindemulder. Majority voted yes. Lay was absent. Motion to seat Councilwoman Christine Cid and Councilman Pete Lindemulder carried 6-yes, 1-absent.

In the Matter of Combined Councilmanic & Citizen Appointments – Lake County Study Commission on Veterans Affairs – Lake County Councilmember (1) Shall

Hamm made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Hamm nominated Councilman Ted Bilski, seconded by Lindemulder.

Hamm made the motion, seconded by Brown, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Hamm made the motion, seconded by Niemeyer, to seat Councilman Ted Bilski. Majority voted yes. Lay was absent. Motion to seat Councilman Ted Bilski carried 6-yes, 1-absent.

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

Hamm made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski nominated John Brezik and Councilwoman Christine Cid.

Bilski made the motion, seconded by Hamm, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Lindemulder, to seat John Brezik and Councilwoman Christine Cid. Majority voted yes. Lay was absent. Motion to seat John Brezik and Councilwoman Christine Cid carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – Veterans Memorial Parkway Commission – Two Members (2)
Postponed October & November

Bilski made the motion, seconded by Hamm, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski made a motion, seconded by Lindemulder, to reappoint Donald Levinson and Jack Parton.

Hamm made the motion, seconded by Bilski, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Donald Levinson and Jack Parton. Majority voted yes. Lay was absent. Motion to seat Donald Levinson and Jack Parton carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – Contractors Licensing Board – From Electrical Industry (1) Shall – From Plumbing Industry (1) Shall

Bilski made the motion, seconded by Hamm, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Bilski made the motion to reappoint Sal Espino (plumbing) and Dave Soderquist (electrician).

Hamm made the motion, seconded by Bilski, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Sal Espino (plumbing) and Dave Soderquist (electrician). Majority voted yes. Lay was absent. Motion to seat Sal Espino (plumbing) and Dave Soderquist (electrician) carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – County Property Tax Assessment Board of Appeals – Two Members (2) (Shall)

Hamm made the motion, seconded by Lindemulder, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Hamm made a motion to reappoint Carly Brandenburg and Kenneth Barksdale.

Lindemulder made the motion, seconded by Bilski, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Lindemulder, to seat Carly Brandenburg and Kenneth Barksdale. Majority voted yes. Lay was absent. Motion to seat Carly Brandenburg and Kenneth Barksdale carried 6-yes, 1-absent.

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team – Civil/Criminal Judge (1) (Shall)

Hamm made the motion, seconded by Brown, to open nominations. Majority voted yes. Lay was absent. Motion to open nominations carried 6-yes, 1-absent.

Hamm nominated Judge Calvin Hawkins.

Bilski made the motion, seconded by Hamm, to close nominations. Majority voted yes. Lay was absent. Motion to close nominations carried 6-yes, 1-absent.

Bilski made the motion, seconded by Hamm, to seat Judge Calvin Hawkins. Majority voted yes. Lay was absent. Motion to seat Judge Calvin Hawkins carried 6-yes, 1-absent.

Cid – Nadia Wardrip served as the appointee for the Prosecutor but she has now taken a position with the U.S. Attorney's Office so we need to appoint someone to take that position.

Bilski made the motion, seconded by Lindemulder, to add appointment for County Domestic Violence Fatality Review Team (Prosecuting Attorney/Designee). Majority voted yes. Lay was absent. Motion to add appointment for County Domestic Violence Fatality Review Team (Prosecuting Attorney/Designee) carried 6-yes, 1-absent.

Acknowledgements: Councilman Lay entered the board meeting.

In the Matter of County Domestic Violence Fatality Review Team (Prosecuting Attorney/Designee)

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

Lindemulder made the motion to nominate Infinity Westberg for the remaining term of Nadia Wardrip.

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

Lindemulder made the motion, seconded by Bilski, to seat Infinity Westberg for the remainder of the term. Majority voted yes. Motion to seat Infinity Westberg for the remainder of the term carried 7-0.

In the Matter of County Highway 7002 – Interlocal Agreement by and between the Town of St. John, Indiana and Lake County, Indiana for the Replacement of Lake County Bridge #268, Joliet Street over St. John Ditch, in the Town of St. John

Niemeyer made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

**INTERLOCAL GOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF ST. JOHN, INDIANA
AND LAKE COUNTY, INDIANA**

THIS AGREEMENT is made and entered into by and between the TOWN OF ST. JOHN, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("St. John") and LAKE COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Executive, the Lake County Board of Commissioners ("Lake County") (collectively "Parties").

RECITALS

WHEREAS, St. John and Lake County are desirous of entering into this Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the construction of the one additional lane of roadway as a part of the replacement of Lake County Bridge #268, Joliet Street over St. John Ditch, in the Town of St. John. (the "Project"); and

WHEREAS, Lake County is already contracted to change the existing traffic configuration for Joliet Street and to replace Lake County Bridge #268 along with two lane sections carrying one lane of traffic in each direction for a total estimated cost of Nine Hundred Twenty-Six Thousand Five Hundred Ten Dollars (\$926,510.00); and

WHEREAS, at St. John's request Lake County is redesigning the Project to accommodate three lanes of traffic instead of two lanes of traffic, and two (2) Ten foot Pedestrian and Bicycle lanes, thereby adding one additional lane of traffic for turning vehicles to accommodate future roadway improvements along with Pedestrian and Bicycle lanes on Joliet Street by the town of St. John; and

WHEREAS, St. John has agreed to pay the additional cost for the construction of the redesign with the additional lane estimated at a cost of Three Hundred Fifty-Four Thousand Seven Hundred Fifty Dollars (\$354,750); and

WHEREAS, Lake County has engaged Gonzalez Companies, LLC to provide estimated costs for the overall Project which is in the total amount of One Million Two Hundred Eighty-One Thousand Two Hundred Sixty Dollars (\$1,281,260); and

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of St. John and Lake County; and

WHEREAS, the Preliminary Plan is attached with showing existing and proposed bridge lane configurations.

WHEREAS, the Parties have agreed to share the costs of the Project with St. John contributing Three Hundred Fifty-Four Thousand Seven Hundred Fifty Dollars (\$354,750) and Lake County contributing Nine Hundred Twenty-Six Thousand Five Hundred Ten Dollars (\$926,510.00); and

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

Section 1. That the prefatory statements set out above are incorporated herein and made a part hereof.

Section 2. Lake County shall design, contract for, and provide oversight for the construction of the Project.

Section 3. St. John shall contribute the sum of Three Hundred Fifty-Four Thousand Seven Hundred Fifty Dollars (\$354,750) toward the Project on or before December 20, 2023.

Section 4. Lake County shall contribute the sum of Nine Hundred Twenty-Six Thousand Five Hundred Ten Dollars (\$926,510.00) toward the Project.

Section 5. Remedies. Any party to this Agreement may enforce any provision thereof by any remedy available at law or in equity. Prior to filing suit, a party who believes it has been aggrieved by any violation of any provision of this Agreement by the other party shall first give written notice of such grievance or violation of this Agreement to the other party and shall afford a period of at least thirty (30) calendar days in which the other party may cure the violation.

Section 6. Assignment. No party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other parties obtained and delivered in the manner required by law.

Section 7. Entire Agreement. This instrument contains the entire Agreement of the parties. No promise, term, condition or representation which is not contained herein shall have any force or effect.

Section 8. Anti-Waiver Provision. The waiver by any party of any right granted under this agreement upon any occasion shall not operate as a waiver of the same right on any subsequent occasion.

Section 9. Governing Law. This instrument shall be governed by and construed under the laws of the State of Indiana.

Section 10. Other Provisions. This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted and executed in the same manner as the Agreement was itself adopted.

Section 11. Notices. All notices required to be given under this agreement shall be in writing, delivered by courier or U.S. Mail, certified, return receipt requested and directed to:

If to St. John: Joseph Wiszowaty, Town Manager
Town of St. John
10955 W. 93rd Avenue

St. John IN 46373

If to the County: President, Lake County Board of Commissioners
and
Office of the Lake County Attorney
2293 North Main Street
Crown Point IN 46307

Parties shall inform the other parties in writing of any change of persons and addresses to receive notice from time to time as required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date written.

TOWN OF ST. JOHN, INDIANA
Through its Town Council
By: [Signature]
Town Council President

Attest: Brian R. Hernandez
Clerk-Treasurer

Participant Execution Date: 11/21/23

TOWN MANAGER
COPY

**LAKE COUNTY BOARD OF COMMISSIONERS
LAKE COUNTY, INDIANA**

By: _____
Kyle W. Allen, Sr., Commissioner 1st District,
County Board of Commissioners

By: _____
Jerry Tippy, Commissioner 2nd District,
County Board of Commissioners

By: _____
Michael C. Repay, Commissioner 3rd District,
County Board of Commissioners

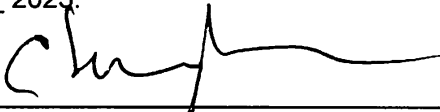
Attest:

Peggy H. Katona Lake County, Auditor

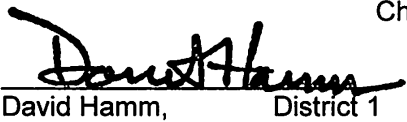
Participant Execution Date: _____

**LAKE COUNTY COUNCIL
LAKE COUNTY, INDIANA**

ADOPTED and APPROVED by the Lake County Council on this 12th day of
December _____, 2023.

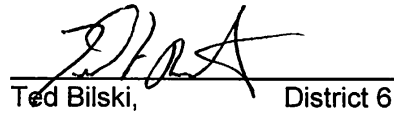


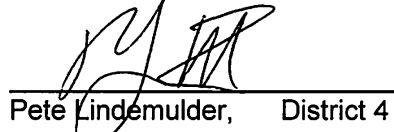
Charlie Brown, President, District 3

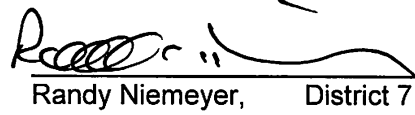

David Hamm, District 1


Christine Cid, Vice Pres. District 5

ABSENT
Clorius Lay, District 2


Ted Bilski, District 6


Pete Lindemulder, District 4


Randy Niemeyer, District 7

Attest:


Peggy H. Katona, Lake County Auditor

Participant Execution Date: 12/12/2023

In the Matter of Consulting Contracts/Agreements – Linda S. Garcia-Marmolejo Attorney at Law

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

LINDA S. GARCIA-MARMOLEJO
ATTORNEY AT LAW
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 12th day of December, 2023, effective from January 1, 2024 to December 31, 2024, 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 Dollars (\$40,000.00) 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 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 and the Lake County Affirmative Action Plan as referenced in Section 1 of the Lake County Human Resources Manual.
 - 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.
 3. 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 signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify programs;
 - a. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - b. 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 lien;
 - 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.

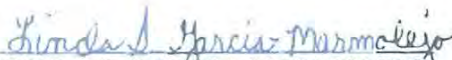
IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

LAKE COUNTY COUNCIL

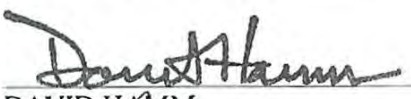
CONSULTANT ATTORNEY




 CHARLIE BROWN, President



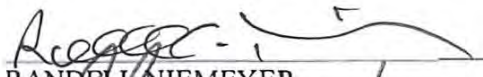
 LINDA S. GARCIA-MARMOLEJO



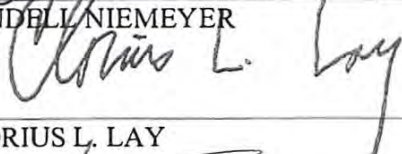
 DAVID HAMM




 CHRISTINE CID



 RANDALL NIEMEYER



 CLORIUS L. LAY



 PETE LINDEMULDER



 TED F. BILSKI

Bilski made the motion, seconded by Hamm, to approve.

Niemeyer – I notice in the agreement, “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 funding’s undertaken by and/or involving the Council” what does that mean?

O’Donnell – What’s happened on previous bonds is the bond counsel in Indianapolis sets our fees as a flat fee and it gets determined by what the lead counsel sets of that.

Niemeyer – So, attorneys that we hire set the fee’s for other attorney’s?

O’Donnell – That’s the way it’s happened. I don’t foresee there’s going to be any bond issues in the next year.

Lay – Although I was late, I agree with Mr. Niemeyer. The cost of issuance should come back to us to approve.

Majority voted yes. Niemeyer voted no. Motion to approve carried 6-yes, 1-no.

LAW OFFICE OF THOMAS O'DONNELL
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2023, effective from January 1, 2024 to December 31, 2024, by and between the LAW OFFICE OF THOMAS O'DONNELL, (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 Thomas O'Donnell, 322 Indpls. Blvd., Suite 202, Schererville, Indiana, 46375.
 - 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 Ten Thousand Five Hundred (\$10,500.00) Dollars per month for a total of One Hundred Twenty-Six Thousand (\$126,000.00) Dollars per year.
 - 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 Ten Thousand Five Hundred (\$10,500.00) 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 breath or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breath 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 Thomas O'Donnell
Attorney at Law
322 Indpls. Blvd., Suite 202
Schererville, IN 46375

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 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 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 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:

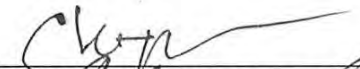
- 1. Does not knowingly employ or contract with an unauthorized alien;
 - 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.


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


CHARLIE BROWN, President

LAW OFFICE OF
THOMAS O'DONNELL
BY: 
THOMAS O'DONNELL


CHRISTINE CID


DAVID HAMM


PETE LINDEMULDER


CLORIUS L. LAY


TED F. BILSKI

NO

RANDELL C. NIEMEYER

In the Matter of Consulting Contracts/Agreements – Law Offices of Gerald M. Bishop

NO ACTION

In the Matter of Consulting Contracts/Agreements – Law Offices of Shana D. Levinson

Bilski made the motion, seconded by Hamm, to approve.

Niemeyer – What will be Shana’s role for this council?

O’Donnell – She will be doing all the litigation at the state and federal level as well as appellate litigation.

Niemeyer – Is that currently the role that Counselor Bishop plays?

O’Donnell – Yes.

Niemeyer – It’s my belief that in these types of cases of litigation as described by Mr. O’Donnell, that we should be considering lawyers based on expertise based on the particular case that’s being considered on behalf of the county rather than necessarily having someone under contract for it. I think that that should probably be an a la carte function where we don’t need to have a contract with someone but rather hire someone for specific litigation with a specific skill set.

Majority voted yes. Niemeyer voted no. Motion to approve carried 6-yes, 1-no.

**CONSULTING CONTRACT BETWEEN LAKE COUNTY COUNCIL AND
LAW OFFICES OF SHANA D. LEVINSON**

THIS AGREEMENT, entered into this 12th day of December, 2023, effective from January 1, 2024 to December 31, 2024, by and between the **LAKE COUNTY COUNCIL** (hereinafter "**Council**") and **LAW OFFICES OF SHANA D. LEVINSON** (hereinafter "**Consultant**" or "**Consultant Attorney**").

Under the statutory provisions in I.C. § 36-2-3-10(a) and I.C. § 36-2-3.5-5(b)(2), Council has the authority to determine the compensation and duties of a Consultant Attorney. 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.

WTNESSETH 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 Levinson & Levinson, Attorneys at Law, 384 W. 80th Pl. Merrillville, IN 46410.
 - B. The Consultant hereby agrees to perform services for the compensation as 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 for a total fixed fee of Seventy-Five Thousand Dollars (\$75,000) payable at the rate of Six Thousand Two Hundred Fifty Dollars (\$6,250) per month.
 - A. Consultant shall legally advise the Council and/or its Departments when requested by 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 and shall be paid monthly at the rate of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) per month.

3. **Representation in Litigation.**
 - A. Subject to the approval of the Council and the Attorney for the Council, the Consultant shall legally represent 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 her discretion, after consultation with the Council, in determining who shall represent which defendants in all litigation filed against the County and or the 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 for actions taken at different stages of any controversy or litigation.
 - D. Unless designated otherwise, the Consultant will act as Council's 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. **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 this Agreement.
5. **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.
6. **Termination of Agreement.** Either party may terminate this binding 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 Council may have under this binding Agreement 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.

9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this Agreement 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 Agreement, 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.
11. **Council Not Obligated to Third Parties.** The Council 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 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 impairs or prejudices any right or remedy available to the Council in respect to such breach or default.
13. **Personnel.** The Consultant represents that she has, secured at her 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 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 this contract that in regards to her 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 she 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.

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 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 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. 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 in the United States mail, postage paid, to the addresses noted below:

If to the Consultant:
 Law Offices of Shana D. Levinson
 384 W. 80th Pl.
 Merrillville, IN 46410

If to the Council:
 Lake County Council
 2293 N. Main St.
 Crown Point, IN 46307

17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1356C, passed 1/8/13, 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.
 - B. No 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.
18. **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 they 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. I.C. § 22-5-1.7. "Public Contract Services, Business Entities; Unauthorized Aliens."
 - B. I.C. § 22-5-1.7-2. "Contractor", as used in this chapter, 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, 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, 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, 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, has the meaning set forth in IC. 36-1-2-13.
- F. I.C. § 22-5-1.7-6. "Political contract for services" as used in this chapter, 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, 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 an 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) Dollars to a business entity, unless the business entity:
 - a. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c. 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 penalty of perjury that my company does not knowingly employ an unauthorized alien.
- 20. **Certification.** 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

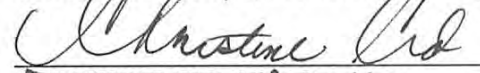
**CONSULTANT ATTORNEY
LAW OFFICES OF SHANA D. LEVINSON**



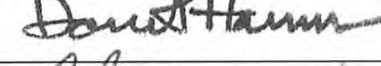
CHARLIE BROWN, President



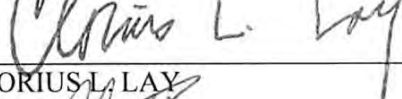
by: SHANA D. LEVINSON



CHRISTINE CID, Vice-President



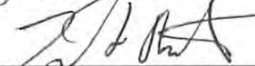
DAVID HAMM




CLORIUS L. LAY



PETE LINDEMULDER



TED BILSKI



No
Randell C, Niemeyer

IN WITNESS WHEREOF, Lake County, by and through its Board of Commissioners, has executed this Agreement effective as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT ATTORNEY
LAW OFFICES OF SHANA D. LEVINSON

MIKE REPAY



SHANA D. LEVINSON

KYLE ALLEN

JERRY TIPPY

In the Matter of Resolution Honoring Crown Point High School's Jeffrey Meschede Recipient of the Phil N. Eskew Mental Attitude Award

Niemeyer made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 23-60

**RESOLUTION HONORING CROWN POINT
HIGH SCHOOL'S JEFFREY MESCHEDÉ
RECIPIENT OF THE PHIL N. ESKEW MENTAL ATTITUDE AWARD**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

WHEREAS, Lake County is justly proud of its sons and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

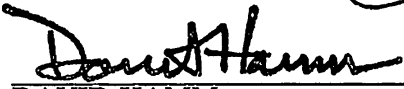
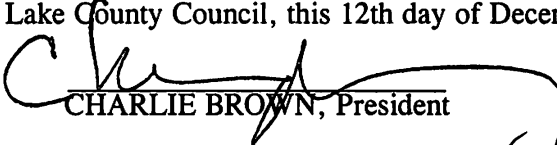


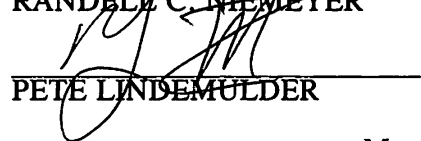
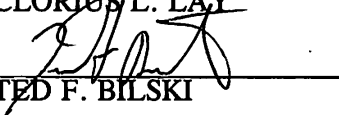
WHEREAS, Jeffrey Meschede, a four-year member of the Crown Point High School Bulldogs Football Team plays on the offensive line and was selected a team captain this season; Jeffrey maintains a perfect 4.0 GPA and is also a member of the school orchestra, playing the upright bass; and

WHEREAS, the Phil N. Eskew Mental Attitude Award is annually presented to a senior who is nominated by his principal and coach, and has demonstrated excellence in mental attitude, scholarship, leadership, and athletic ability during the four years of high school; and

WHEREAS, during the awards ceremony at the 2023 6A Football State Finals-Crown Point v. Ben Davis, the IHSAA Executive Committee announced that Jeffrey Meschede was the recipient of the Phil N. Eskew Mental Attitude Award in Class 6A Football.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to Jeffrey Meschede, recipient of the Phil N. Eskew Mental Attitude Award in Class 6A Football; and that a copy of this Resolution shall appear in the official records of the Lake County Council, and an official copy be delivered to Jeffrey Meschede.

DULY ADOPTED by the Lake County Council, this 12th day of December, 2023.

 DAVID HAMM	 CHARLIE BROWN, President	 CHRISTINE CID
 RANDELL C. NIEMEYER		ABSENT CLORIUS L. LAY
 PETE LINDEMULDER		 TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution to Approve Temporary Loan Not to Exceed \$1,500,000.00 from the Lake County Parks and Recreation Board's Bond Fund, No. 4354; Bond Fund, No. 4353; and Non-Reverting Land Fund, No. 1116, to the Lake County Parks and Recreation Board's Operating Fund, Fund No. 1107 and Non-Reverting Operating Fund, No. 1117

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 23-61

RESOLUTION TO APPROVE TEMPORARY LOAN NOT TO EXCEED \$1,500,000.00 FROM THE LAKE COUNTY PARKS AND RECREATION BOARD'S BOND FUND, NO. 4354; BOND FUND, NO. 4353; AND NON-REVERTING LAND FUND, NO. 1116, TO THE LAKE COUNTY PARKS AND RECREATION BOARD'S OPERATING FUND, FUND NO. 1107 AND NON-REVERTING OPERATING FUND, NO. 1117

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. 1107 and Non-Reverting Operating Fund, Fund No. 1117, 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. 4354; Bond Fund, No. 4353; and Non-Reverting Land Fund, Fund No. 1116, 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

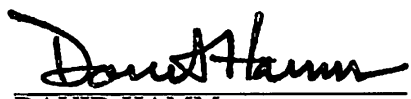
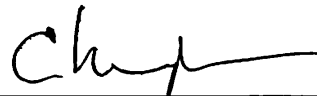

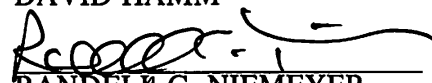

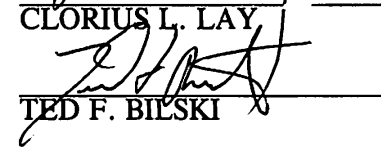
WHEREAS, on November 12, 2023, the Parks and Recreation Board of the County of Lake adopted Resolution No. 2023-08 approving a loan not to exceed \$1,500,000.00 from the Lake County Parks and Recreation Board's Bond Fund, Fund No. 4354; Bond Fund, No. 4353; and Non-Reverting Land Fund, Fund No. 1116 to the Lake County Parks and Recreation Board's Operating Fund, No. 1107 and Non-Reverting Operating Fund, Fund No. 1117.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the total sum not to exceed \$1,500,000.00 be loaned from the Lake County Park and Recreation Board's Bond Fund, No. 4354; Bond Fund, Fund No. 4353; and Non-Reverting Land Fund, Fund No. 1116 for the payment of current and anticipated expenses of the Lake County Park and Recreation Board's Operating Fund, Fund No. 1107 and Non-Reverting Operating Fund, Fund No. 1117. Said loan shall bear no interest and shall be repaid to said Lake County Park and Recreation Board's Bond Fund, Fund No. 4354; Bond Fund, Fund No. 4353; and Non-Reverting Land Fund, Fund No. 1116, on or

before thirty (30) days after the last day for payment of taxes levied and in process of collections during the year 2024; and in no event to exceed December 31, 2024.

SO RESOLVED THIS 12th DAY OF DECEMBER, 2023.

		
DAVID HAMM	CHARLIE BROWN, President	CHRISTINE CID,
		ABSENT
RANDELL C. NIEMEYER		CLORIUS L. LAY
		
PETE LINDEMULDER		TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution to Approve Transfer of \$314.64 from the Lake County Prosecutor's Pre-Trial Diversion Fund, Fund No. 7135-9001 to the Child Support Incentive Fund, Fund No. 4428-9001

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 23-62

RESOLUTION TO APPROVE TRANSFER OF \$314.64 FROM THE LAKE COUNTY PROSECUTOR'S PRE-TRIAL DIVERSION FUND, FUND NO. 7135-9001 TO THE CHILD SUPPORT INCENTIVE FUND, FUND NO. 4428-9001

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

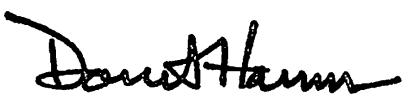


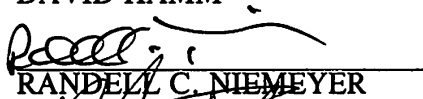
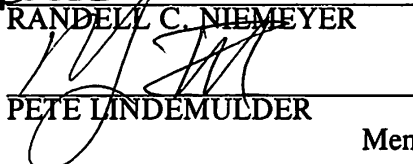
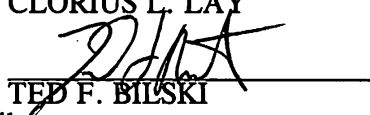
WHEREAS, the Lake County Prosecutor requests the transfer of \$314.64, from the Lake County Prosecutor's Pre-Trial Diversion Fund, Fund No. 7135-9001 to the Child Support Incentive Fund, Fund No. 4428-9001, representing reimbursement for previous overpayment expense; and

WHEREAS, the Lake County Council desires to transfer the sum of \$314.64, from the Lake County Prosecutor's Pre-Trial Diversion Fund, Fund No. 7135-9001 to the Child Support Incentive Fund, Fund No. 4428-9001, representing reimbursement for previous overpayment expense; and

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$314.64 is hereby transferred from the Lake County Prosecutor's Pre-Trial Diversion Fund, Fund No. 7135-9001 to the Child Support Incentive Fund, Fund No. 4428-9001, representing reimbursement for previous overpayment expense.

SO RESOLVED THIS 12th DAY OF DECEMBER, 2023.

 _____ DAVID HAMM	 _____ CHARLIE BROWN, President	 _____ CHRISTINE CID
 _____ RANDELL C. NIEMEYER		ABSENT _____ CLORIUS L. LAY
 _____ PETE LINDEMULDER		 _____ TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Regarding Appropriations of County Reserve Revenue Funds to the Lake County Homeland Security & Emergency Management Department

Brown made the motion, seconded by Bilski, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 2023- 63

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS
TO THE LAKE COUNTY HOMELAND
SECURITY & EMERGENCY MANAGEMENT DEPARTMENT**

WHEREAS, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

WHEREAS, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

WHEREAS, Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and

WHEREAS, the County has engaged in conversation to appropriate the sum of \$215,317.23 to the Lake County Homeland Security & Emergency Management Department for costs which will be incurred by the Lake County Homeland Security & Emergency Management Department for equipment purchases; providing a benefit to the citizens of Lake County, Indiana.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$215,317.23 of the County's reserve revenue funds to the Lake County Homeland Security & Emergency Management Department for costs which will be incurred by the Lake County Homeland Security & Emergency Management Department for equipment purchases.

PASSED AND ADOPTED by the Council of Lake County, Indiana, on the 12th day of December, 2023.



DAVID HAMM



CHARLIE BROWN, President



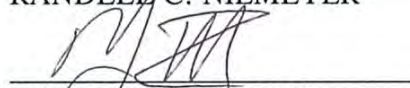
CHRISTINE CID



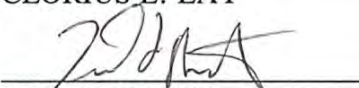
RANDELL C. NIEMEIER

ABSENT

CLORIUS L. LAY



PETE LINDEMULDER



TED F. BILSKI

Members of the Lake County Council

ATTES: 

In the Matter of Resolution to Approve Transfers to Self-Insurance Non-Reverting Liability Fund, Fund 4541; Group Insurance Non-Reverting Accrual Fund 1001-9999-26514; and Fund 4414 Jail Inmate Medical Non-Reverting Fund

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 23-64

**RESOLUTION TO APPROVE TRANSFERS TO
SELF INSURANCE NON-REVERTING LIABILITY FUND, FUND 4541;
GROUP INSURANCE NON-REVERTING ACCRUAL FUND 1001-9999-26514;
AND FUND 4414 JAIL INMATE MEDICAL NON-REVERTING FUND**

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 funds not to exceed the following amounts:

- \$1,250,000.00 from Fund 1196 Commissioners Department 6002 Line Item 63420 Insurance to Self Insurance Non-Reverting Liability Fund 4541
- \$150,000.00 from Fund 1001 Election & Registration Department 5001 Line Item Election Day Workers 61196 to Self Insurance Non-Reverting Liability Fund 4541
- \$800,000.00 from Fund 1001 Jail Department 8002 Medical Deductible Line Item 63122 to Self Insurance Non-Reverting Liability Fund 4541
- \$300,000.00 from Fund 1001 Jail Department 8002 Line Item 62250 Health Care & Lab Supplies to Self Insurance Non-Reverting Liability Fund 4541
- \$550,000.00 from Fund 1001 Commissioners Department 6002 Line Item 61320 FICA to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$350,000.00 from Fund 1001 Commissioners Department 6002 Line Item 61330 PERF Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 50,000.00 from Fund 1001 Commissioners Department 6002 Line Item 61350 Unemployment Comp. to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$250,000.00 from Fund 1001 Commissioners Department 6002 Line Item 63120 Medical & Hospital to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 315,000.00 from Fund 1001 Commissioners Department 6002 Line Item 63958 Transportation to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 50,000.00 from Fund 1001 Human Resources Department 9308 Line Item 61197 Paternal Leave to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 83,000.00 from Fund Lake County Council Department 6001 Line Item 64490 Other Equipment to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

- \$100,000.00 from Fund 1001 Lake County Council Department 6001 Line Item Legal Services 63145 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$300,000.00 from Fund 1001 County Assessor Department 2001 Line Item 63145 Legal Services to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$200,000.00 from Fund 1001 Auditor's Department 1002 Line Item Audit Fees 63100 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$100,000.00 from Fund 1001 Jail Department 8002 Line Item 63920 Food & Lodging to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$374,722.00 from Fund 1001 Sheriff's Department 8001 Line Item 61335 Merit Retirement to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$100,000.00 from Fund 1001 Commissioners Department 6002 Line Item 63120 Medical & Hospital Services to 4414 Jail Inmate Medical Non-Reverting Fund
- \$1,400,000.00 from Fund 1001 Council Department 6001 63830 Matching Funds to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

To Correct Oracle Paper Trail Missing:

- \$962,119.00 from Fund 1001 Various Departments Line Item 61360 Workman's Comp. Deduction to Self Insurance Liability Fund 4541
- \$380,000.00 from Various User Funds & Departments Workman's Comp. Deduction to Group Insurance Non-Reverting Liability Fund 4541
- \$21,705,889.00 from Fund 1001 Various Departments Group Insurance Deduction Line Item 61340 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$10,000,000.00 from Fund 8362 Commissioners Department 6002 Line Item 61340 Group Insurance Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 6,300,000.00 from Various User Funds & Departments Group Insurance Deduction Line Item 61340 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

which transfers represent reimbursements.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

\$1,250,000.00	from Fund 1196 Commissioner's Department 6002 Line Item 63420 Insurance to Self Insurance Non-Reverting Liability Fund 4541
\$150,000.00	from Fund 1001 Election & Registration Department 5001 Line Item Election Day Workers 61196 to Self Insurance Non-Reverting Liability Fund 4541
\$800,000.00	from Fund 1001 Jail Department 8002 Medical Deductible Line Item 63122 to Self Insurance Non-Reverting Liability Fund 4541
\$300,000.00	from Fund 1001 Jail Department 8002 Line Item 62250 Health Care & Lab Supplies to Self Insurance Non-Reverting Liability Fund 4541
\$550,000.00	from Fund 1001 Commissioner's Department 6002 Line Item 61320 FICA to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$350,000.00	from Fund 1001 Commissioners Department 6002 Line Item 61330 PERF Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$ 50,000.00	from Fund 1001 Commissioners Department 6002 Line Item 61350 Unemployment Comp. To Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$250,000.00	from Fund 1001 Commissioners Department 6002 Line Item 63120 Medical & Hospital to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$ 315,000.00	from Fund 1001 Commissioners Department 6002 Line Item 63958 Transportation to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$ 50,000.00	from Fund 1001 Human Resources Department 9308 Line Item 61197 Paternal Leave to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$ 83,000.00	from Fund Lake County Council Department 6001 Line Item 64490 Other Equipment to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$100,000.00	from Fund 1001 Lake County Council Department 6001 Linen Item Legal Services 63145 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514 Non-Reverting Self Insurance Liability Fund
\$300,000.00	from Fund 1001 County Assessor Department 2001 Line Item 63145 Legal Services to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

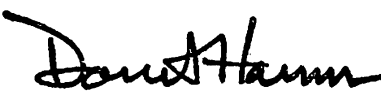


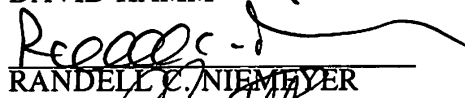
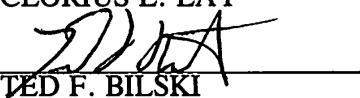
- \$200,000.00 from Fund 1001 Auditor's Department 1002 Line Item Audit Fees 63100 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$100,000.00 from Fund 1001 Jail Department 8002 Line Item 63920 Food & Lodging to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$374,722.00 from Fund 1001 Sheriff's Department 8001 Line Item 61335 Merit Retirement to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$100,000.00 from Fund 1001 Commissioners Department 6002 Line Item 63120 Medical & Hospital Services to 4414 Jail Inmate Medical non-Reverting Fund
- \$1,400,000.00 from Fund 1001 Council Department 6001 63830 Matching Funds to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

To Correct Oracle Paper Trail Missing:

- \$962,119.00 from Fund 1001 Various Departments Line Item 61360 Workman's Comp. Deduction to Self Insurance Liability Fund 4541
- \$380,000.00 from Various User Funds & Departments Workman's Comp. Deduction to Group Insurance Non-Reverting Liability Fund 4541
- \$21,705,889.00 from Fund 1001 Various Departments Group Insurance Deduction Line Item 61340 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$10,000,000.00 from Fund 8362 Commissioners Department 6002 Line Item 61340 Group Insurance Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
- \$ 6,300,000.00 from Various User Funds & Departments Group Insurance Deduction Line Item 61340 to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514

which transfers represent reimbursement.

SO RESOLVED THIS 12th DAY OF DECEMBER, 2023.

 _____ DAVID HAMM	 _____ CHARLIE BROWN, President	 _____ CHRISTINE CID
 _____ RANDELL C. NIEMEYER	ABSENT _____ CLORIUS L. LAY	 _____ TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2023, Ordinance No.1478C

Lindemulder made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Lay was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Hamm, to Suspend Rules. Majority voted yes. Lay was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Lay was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO.1478C-3

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2023, ORDINANCE NO. 1478C

WHEREAS, on December 13, 2022, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2023, Ordinance No. 1478C; and

WHEREAS, the Lake County Council now desires to amend the Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be amended and adopted as follows:

DELETE:

Section IV.

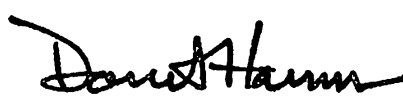


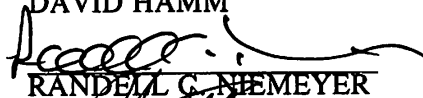
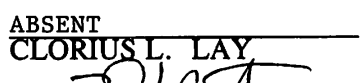


- 9. Prosecutor's Office:
 - a. Deputy Prosecutors 7.25-20.00/hr.
 - b. Adult Protective Services Invest. 7.25-12.00/hr.
 - c. Semi-prof. law clerks, paralegals, all other investigators 7.25-10.00/hr.
 - d. Secretary 7.25-10.00/hr.
 - e. Administrative Personnel 10.00-25.00/hr.

INSERT:

Section IV.

- 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.
 - f. Detective/Investigator 30.00-40.00/hr.

SO ORDAINED THIS 12th DAY OF December, 2023.

 DAVID HAMM	 CHARLIE BROWN - President	 CHRISTINE CID
 RANDELL G. NIEMEYER		ABSENT  CLORIUS L. LAY
 PETE LINDEMULDER		 TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County 2024 Salary Ordinance, Ordinance No. 1488N, Establishing Deputy Prosecuting Attorneys Salary Increases in the Lake County Prosecutor's Office – 1001-9001

Lindemulder made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Lay was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Hamm, to Suspend Rules. Majority voted yes. Lay was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Lay was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1488N-1

ORDINANCE AMENDING THE LAKE COUNTY
2024 SALARY ORDINANCE, ORDINANCE NO. 1488N,
ESTABLISHING DEPUTY PROSECUTING ATTORNEYS SALARY
INCREASES IN THE LAKE COUNTY PROSECUTOR'S OFFICE - 1001-9001

WHEREAS, on October 17, 2023, the Lake County Council adopted the Lake County 2024 Salary Ordinance, Ordinance No. 1488N; and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1488N to establish revised Form No. 144 with salary increases, creating a range up to the proposed amount for Deputy Prosecuting Attorneys (1001-9001), effective January 1, 2024.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That it be ordained by the Lake County Council that the attached Form No. 144, Exhibit "A", establishing salary increases, creating a range up to the proposed amount for Deputy Prosecuting Attorneys (1001-9001), effective January 1, 2024, is hereby approved.

SO ORDAINED THIS 12th DAY OF DECEMBER, 2023.


CHARLIE BROWN, President


DAVID HAMM


CHRISTINE CID


RANDELL C. NIEMEYER

ABSENT
CLORIUS L. LAY


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

REVISED

STATEMENT OF SALARIES AND WAGES
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES
CALENDAR YEAR 2024 Revised Salary Ranges

Lake County Prosecutor's Office-8001-1001
(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 2024.

FULL TIME SALARIED OFFICERS AND EMPLOYEES

Title of Position or Employee Classification

JOB CODE # AND POSITION #	CURRENT SALARY RANGE	PROPOSED SALARY RANGE	\$ INCREASE
12501 02 Deputy Prosecuting Attorney	\$ 121,442.00	\$ 128,300.00	\$ 6,858.00
12501 03 Deputy Prosecuting Attorney	\$ 118,955.00	\$ 123,724.00	\$ 4,769.00
12501 04 Deputy Prosecuting Attorney	\$ 118,955.00	\$ 123,724.00	\$ 4,769.00
12501 06 Deputy Prosecuting Attorney	\$ 129,780.00	\$ 134,972.00	\$ 5,192.00
12501 08 Deputy Prosecuting Attorney	\$ 125,341.00	\$ 130,365.00	\$ 5,024.00
12501 07 Deputy Prosecuting Attorney	\$ 118,955.00	\$ 123,724.00	\$ 4,769.00
12501 07 Deputy Prosecuting Attorney	\$ 129,780.00	\$ 134,972.00	\$ 5,192.00
12501 08 Deputy Prosecuting Attorney	\$ 129,780.00	\$ 134,972.00	\$ 5,192.00
12501 09 Deputy Prosecuting Attorney	\$ 113,658.00	\$ 118,101.00	\$ 4,443.00
12501 10 Deputy Prosecuting Attorney	\$ 102,743.00	\$ 106,853.00	\$ 4,110.00
12501 11 Deputy Prosecuting Attorney	\$ 102,743.00	\$ 106,853.00	\$ 4,110.00
12501 12 Deputy Prosecuting Attorney	\$ 129,780.00	\$ 134,972.00	\$ 5,192.00
12501 13 Deputy Prosecuting Attorney	\$ 102,743.00	\$ 106,853.00	\$ 4,110.00
12501 14 Deputy Prosecuting Attorney	\$ 129,780.00	\$ 134,972.00	\$ 5,192.00
12501 15 Deputy Prosecuting Attorney	\$ 113,658.00	\$ 118,101.00	\$ 4,443.00
12501 16 Deputy Prosecuting Attorney	\$ 99,498.00	\$ 103,475.00	\$ 3,977.00
12501 17 Deputy Prosecuting Attorney	\$ 97,335.00	\$ 101,225.00	\$ 3,890.00
12501 18 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 19 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 20 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 21 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 22 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 22 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 23 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 24 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 25 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 25 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 26 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 27 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 28 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 29 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 30 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 31 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 32 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 33 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 34 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 35 Deputy Prosecuting Attorney	\$ 81,113.00	\$ 84,368.00	\$ 3,255.00
12501 35 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 36 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 37 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 38 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 39 Deputy Prosecuting Attorney	\$ 81,113.00	\$ 84,368.00	\$ 3,255.00
12501 40 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 41 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 42 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 43 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 44 Deputy Prosecuting Attorney	\$ 85,520.00	\$ 89,981.00	\$ 4,461.00
12501 46 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 46 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 47 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 48 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 48 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 49 Deputy Prosecuting Attorney	\$ 75,705.00	\$ 78,734.00	\$ 3,029.00
12501 50 Deputy Prosecuting Attorney	\$ 113,658.00	\$ 118,101.00	\$ 4,443.00
12501 51 Deputy Prosecuting Attorney	\$ 91,928.00	\$ 95,806.00	\$ 3,878.00
12501 52 Deputy Prosecuting Attorney	\$ 73,500.00	\$ 76,440.00	\$ 2,940.00
12501 57 Deputy Prosecuting Attorney			
Totals	\$ 4,957,497.00	\$ 5,166,225.00	\$198,728.00

AK
J

PART TIME AND HOURLY RATED EMPLOYEES

Exhibit A

<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: *Jacob Porten* (Signature)

Administrative Director (Title)

Date November 27, 2023

- 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 but the number to be employed is limited 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 reverse side of this form and return one copy to the officer or head of the department, board or agency within 5 days after action thereon by the County Council.

In the Matter of Ordinance Concerning Holiday Schedule for the Calendar Year of 2024

Brown made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Lay was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Brown made the motion seconded by Bilski, to Suspend Rules. Majority voted yes. Lay was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Hamm made the motion, seconded by Lindemulder, to approve on Second Reading. Majority voted yes. Lay was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1490A

ORDINANCE CONCERNING HOLIDAY SCHEDULE FOR THE CALENDAR YEAR OF 2024

WHEREAS, the Lake County Council pursuant to I.C. 5-10-6-1(b) has authority to establish legal holidays for employees of Lake County, Indiana, and

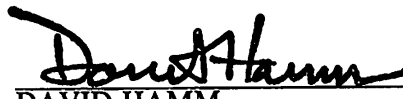


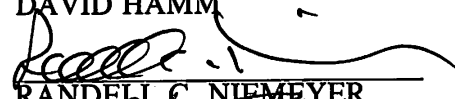
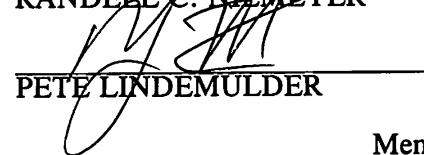

WHEREAS, the Lake County Council wishes to establish legal holidays for employees of Lake County.

NOW, THEREFORE, LET IT BE ORDAINED by the Lake County Council that the following holidays are established for the employees of Lake County, Indiana:

2024: New Year's Day	January 1 st	Monday closed
Martin Luther King, Jr.	January 15 th	Monday closed
President's Day	February 19 th	Monday closed
Good Friday	March 29 th	Friday closed
Memorial Day	May 27 th	Monday closed
Juneteenth	June 19 th	Wednesday closed
Independence Day	July 4 th	Thursday closed
Labor Day	September 2 nd	Monday closed
Columbus Day	October 14 th	Monday closed
Veterans Day	November 11 th	Monday closed
Thanksgiving Day	November 28 th	Thursday closed
	November 29 th	Friday closed
Christmas Eve	December 24 th	Tuesday closed
Christmas	December 25 th	Wednesday closed
New Year's Eve	December 31 st	Tuesday closed

2025: New Years Day	January 1 st	Wednesday closed
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SO ORDAINED THIS 12th DAY OF DECEMBER, 2023.

 DAVID HAMM	 CHARLIE BROWN, President	 CHRISTINE CID
 RANDELL C. NIEMEYER		Absent CLORIUS L. LAY
 PETE LINDEMULDER		 TED F. BILSKI

Members of the Lake County Council

In the Matter of Lake County Part-Time Employees Pay Rate Ordinance for 2024

Brown made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Lay was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Brown made the motion, seconded by Bilski, to Suspend Rules. Majority voted yes. Lay was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Brown made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Lay was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1490B

LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2024

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.
	f. Detective/Investigator	30.00-40.00/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 15.00-25.00/hr.
- l. COVID-19 Testing Site Nasal Swab Administration & Site Manager 18.00-30.00/hr.
- m. COVID-19 Vaccination Site Staff 15.00-50.00/hr.
- 11. Parks & Rec.
 - a. Skilled craft: 7.25-25.00/hr.
 - Painter
 - Mechanic
 - Equipment Operator
 - Carpenter
 - Park Technician
 - b. Technical: 7.25-25.00/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 7.25-25.00/hr.
 - Landscape Architect
 - Planner
- 12. Election Board
 - a. Clerk 10.00-15.00/hr.
 - b. Seasonal Voting Machine Mechanics 10.00-15.00/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. Entry Level Medico Legal Death Investigator 16.00-20.00/hr.
 - b. State Certified Medico Legal Death Investigator/Path Assistant 16.00-20.00/hr.
 - c. Case Coordinator 16.00-20.00/hr.
 - d. Autopsy Photographer 16.00-20.00/hr.

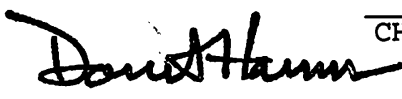


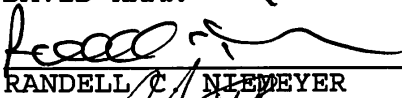
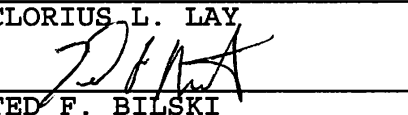
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|-----|---------------------------------------------------------------|--------------------|-----------------|
| 16. | Lake County Community Development
(Weatherization Program) | | |
| | a. Work Crew | | 7.25-10.00/hr. |
| | b. Management, Carpenter | | 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. |
| | d. Bailiff | Up to a maximum of | 20.00/hr. |
| 19. | Lake Superior Court, County Div. III | | |
| | a. Probation monitor | | 10.00/hr. |
| | b. Court Reporter | | 10.00/hr. |
| | c. Bailiff | Up to a maximum of | 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	15.00-20.00/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	15.00-20.00/hr.
	b. Radio Dispatcher (Sheriff)	12.00-15.00/hr.
	c. EMT	15.00-20.00/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)	30.00/hr.
	Additional differential pay for midnight shift - \$3.00	
	f. Health Staff (QMHS)	20.00/hr.
	Additional differential pay for midnight shift - \$3.00	
	g. 0500-Clerks	15.00-20.00/hr.
	h. 0500-Maintenance	10.00-11.00/hr.
	i. Investigator	15.00-20.00/hr.
	j. VIP Grant Employee	34.00/hr.
	k. Certified Nurse Practitioner	74.25/hr.
	l. Criminal Investigator	24.00-30.00/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	13.00/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	12.00-17.00/hr.
	b. Administrative Skilled Craft/Assistant	15.00-20.00/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 12th day of DECEMBER, 2023.

 <hr/> DAVID HAMM	 <hr/> CHARLIE BROWN, President	 <hr/> CHRISTINE CID
 <hr/> RANDELL C. NIEWEYER	ABSENT <hr/> CLORIUS L. LAY	 <hr/> TED F. BILSKI

Members of the Lake County Council

In the Matter of Lake County Mileage Rate Ordinance for 2024

Bilski made the motion, seconded by Hamm, to postpone to 1/9/2024. Majority voted yes. Lay was absent. Motion to postpone carried 6-yes, 1-absent.

In the Matter of Plan Commission Ordinance 2566 Ryan and Melanie R. Plank, Owners and McMahon Associates, Inc., Petitioner, 11/15/23, Favorable Recommendation, (Vote 8-0)

Lindemulder made the motion, seconded by Niemeyer, to approve. Majority voted yes. Lay was absent. Motion to approve carried 6-yes, 1-absent.

**ORDINANCE #2566
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 15, 2023).

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 by Ryan and Melanie R. Plank and petitioned by McMahon Associates, Inc. for a proposed one-lot residential development on the following described property:

General Location: Located approximately 4/10 of a mile east of White Oak on the south side of 109th Avenue, a/k/a 11909 W. 109th Avenue in Hanover Township.

PARCEL 1 DESCRIPTION (PER DOC. NO. 2018-085120):

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: BEGINNING AT A POINT WHICH IS ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND 911.50 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE CONTINUING EAST ALONG SAID NORTH LINE, A DISTANCE OF 408.77 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1330.03 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 770.0 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 234.73 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 361.5 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1095.5 FEET TO THE POINT OF BEGINNING.

ALSO, A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 336.5 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 770.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 336.5 FEET TO A POINT ON THE NORTH LINE THEREOF; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 770.0 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.




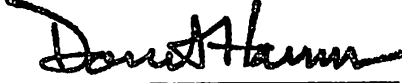


PARCEL 2 DESCRIPTION (PER DOC. NO. 2020-060362):

TRACT "H" IN ARTESIAN WELLS PLAT "A", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IS HEREBY X BY THE COUNTY COUNCIL
 APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 12th DAY OF December , 2023.

MEMBERS OF THE LAKE COUNTY COUNCIL

 _____ CHARLIE BROWN, PRESIDENT	
 _____ CHRISTINE CID, VICE-PRESIDENT	 _____ TED BILSKI, MEMBER
 _____ DAVE HAMM, MEMBER	 _____ PETE LINDERMULDER, MEMBER
ABSENT _____ CLORIUS LAY, MEMBER	 _____ RANDY NIEMEYER, MEMBER

In the Matter of Discussion – Update of Oracle Fusion Financial System

Schmal – There is a kick off meeting this afternoon onboarding Baker-Tilly and there's going to be a transition period to shift some duties from HTC to Baker-Tilly.

Niemeyer – Is it the intention of the working group to apply the entire suite of products under Oracle? Because there's been some talk in my conversations with the Treasurer and others that we kind of picked and chose the parts of the program that we wanted to apply and others didn't which to me creates a conflict within the system if you're trying to reconcile numbers and you don't have the application of the entire suite of products.

Schmal – The ERP system has been implemented, the HTM system is implemented, there's various modules that have been implemented that are intact that are enough. In terms of the whole suite I don't know about that.

Niemeyer – Integrating the whole system into that, is that something that's going to be the intention?

Schmal – You mean the third-party systems we have beyond oracle?

Niemeyer – Right, integrating all systems into out one financial management system

Schmal – I'll leave that to Data and their expertise but that would be ideal.

In the Matter of Discussion – Commissioners Veto of Tax Sale Ordinance

Szarmach – Right now, the ball is in your court to override the veto if you want. You have sixty days to do that. My understanding from the commissioners

I had a meeting with Matt Fech, Joe Irak from the commissioners and Randy Wiley from the Auditors office. The statute actually mandates that the auditor's office take on the responsibility of perfecting the title to these properties which right now what happens is the commissioners donate the tax certificates to the municipality and then the municipality has the responsibility of getting the title work, giving the notices to the land owners and then filing the action to clear the title. This statute actually mandates that the auditor take on that responsibility and that the county council can appropriate up to a million dollars for the cost of that. The auditor's office is adamant that they cannot take on that responsibility so they are asking the council not to override the veto so that that ordinance does not go into effect.

Lay – Since I proposed the ordinance, through the City of Gary I certainly will not override the commissioners veto. I represent the county and I see no reason for us to put up a million dollars. I further see no reason for us to perform quiet titles and anything of that nature for the city. They are the recipient and they're asking for the property, the cost of properties, for them to clean it up themselves. I don't think we should pay anything. That includes Gary, Highland, Griffith and anybody else in this county so I will not vote to override the commissioners veto but I think we should take some type of action. I don't think we should not say anything.

Lay made the motion to sustain the veto of the commissioners.

Motion dies due to lack of a second.

Hamm made the motion, seconded by Bilski, to override the commissioners veto.

Majority voted no. Brown voted to abstain. Motion to override commissioners veto failed with 6-no, 1-abstention.

In the Matter of Announcement Notice of the 2024 Monthly Regular Meeting & Study Session Dates

LAKE COUNTY COUNCIL

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
219-755-3280
FAX: 219-755-3283



DECEMBER 13, 2023

1ST DISTRICT
DAVID HAMM

★

NOTICE

2ND DISTRICT
CLORIUS L. LAY

THE REGULAR MONTHLY STUDY SESSIONS OF THE LAKE COUNTY COUNCIL WILL BE HELD AT 10:00 A.M. ON THE THURSDAY BEFORE THE REGULAR MONTHLY MEETINGS IN THE YEAR 2024.

★

3RD DISTRICT
CHARLIE BROWN

THE SCHEDULED DATES ARE AS FOLLOWS:

★

THURSDAY

4TH DISTRICT
PETE LINDEMULDER

JANUARY	4	JULY	11
FEBRUARY	8	AUGUST	8
MARCH	7	SEPTEMBER	5
APRIL	4	OCTOBER	3
MAY	9	NOVEMBER	7
JUNE	6	DECEMBER	5

★

5TH DISTRICT
CHRISTINE CID

★

6TH DISTRICT
TED F. BILSKI

THE MEETING WILL BE HELD IN THE LAKE COUNTY COUNCIL'S LARGE CONFERENCE ROOM, THIRD FLOOR, ROOM 315, BUILDING "A", LAKE COUNTY GOVERNMENT CENTER, 2293 N. MAIN STREET, CROWN POINT, IN 46307.

★

7TH DISTRICT
RANDALL NIEMEYER

★

CHARLIE BROWN
PRESIDENT
LAKE COUNTY COUNCIL

LAKE COUNTY COUNCIL

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
219-755-3280
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DECEMBER 13, 2023

1ST DISTRICT
DAVID HAMM

★

2ND DISTRICT
CLORIUS L. LAY

★

3RD DISTRICT
CHARLIE BROWN

★

4TH DISTRICT
PETE LINDEMULDER

★

5TH DISTRICT
CHRISTINE CID

★

6TH DISTRICT
TED F. BILSKI

★

7TH DISTRICT
RANDALL NIEMEYER

★

NOTICE

THE REGULAR MONTHLY MEETINGS OF THE LAKE COUNTY COUNCIL WILL BE HELD AT 10:00 A.M. ON THE SECOND TUESDAY OF EACH MONTH (WITH THE EXCEPTION OF JULY 16TH, WHICH IS THE THIRD TUESDAY) IN THE YEAR OF 2024.

THE SCHEDULED DATES ARE AS FOLLOWS:

TUESDAY

JANUARY	9	JULY	16
FEBRUARY	13	AUGUST	13
MARCH	12	SEPTEMBER	10
APRIL	9	OCTOBER	8
MAY	14	NOVEMBER	12
JUNE	11	DECEMBER	10

THE MEETING WILL BE HELD IN THE COMMISSIONERS' COURTROOM/COUNCIL CHAMBERS, LAKE COUNTY GOVERNMENT CENTER, 2293 N. MAIN STREET, BUILDING "A", THIRD FLOOR, CROWN POINT, IN 46307.

CHARLIE BROWN
PRESIDENT
LAKE COUNTY COUNCIL

Acknowledgements:

Cid – Public Defender Board Member Attorney Felipe Sanchez was presented with the most prestigious alumni award given by the Indiana University Maurer School of Law in Bloomington when he was installed as one of the 2023 Academy Law Fellows. Felipe's picture has been permanently added to the wall inside the law school with all prior recipients.

Public comments:

Lynn Patel of Schererville: My comments today concern the Lake County Board of Health. Many Lake County residents are looking forward to attending future Lake County Board of Health meetings in 2024. Other large counties throughout Indiana have been conducting public health board meetings for years. Lake County Board of Health has been operating under the radar and in the shadows for several years. Now that it is public knowledge that there will be a board of health meeting held in February, there is one question: Why is the Health Board scheduling their meeting for 7:30 am? One may wonder why this early hour in the morning has been decided upon when people are getting ready to go to work, or are already at work? What about parents who want to attend but are getting their children ready for school, or daycare on their way to work. I cannot help but think that perhaps the Lake County Board of Health is actively trying to discourage the public from attending meetings with this inopportune early morning meeting time. It is our wish that the Lake County Board of Health follow the example of the council meetings, commissioner's meetings, and the election board meetings with a public yearly schedule of meetings complete with times that are convenient to the public and an appropriate meeting place location.

Barbara Poteles: The reason we want to know what's going on with the health department is because they are getting 4.7 million dollars of taxpayer money. That's thirty-one times the amount they got last year. What brings me here today is the appropriations budget for the Lake County Public Health Department. I know this wouldn't be discussed until the January meeting. However, some taxpayers and myself have shared a few concerns with Councilman Niemeyer about how the Health Department is being operated. The Public Health Department seems unwilling to engage with the public. This has been going on for quite some time. For example, our repeated records requests for minutes of their meetings have been denied, except for minutes from two meetings. We got minutes from one meeting in 2021 and minutes from one meeting in 2022. Now our record request are referred to the Harris Law Firm instead of the commissioners' attorney. This is an extra expense for taxpayers. Withholding minutes of meetings of a public agency is violation of Indiana's Open-Door Law. It's my hope that the Council will carefully scrutinize the appropriations being requested by the health department. Where is their plan that includes basic measurement of success metrics? Finally, I want to compliment the County Council because every citizen, at any hour of any day, can see the council meetings on YouTube. I have only attended one meeting in person, but I have watched several, and I enjoyed the council debate process and the taxpayer comments at the end of each meeting. Thank you for going the extra mile.

Sheila Madjecki of Schererville – First, I would like to thank our Lake County Council for all the work you do. We are very proud to live in a growing county in Indiana. We all have strong midwestern values and will go to great ends to keep them. I wanted to let you know some of the happenings in neighboring states. It is apparent some of them are not paying any attention to we the people. For instance, in Green Charter Township in Michigan they have voted out the entire board for planning a Chinese electric battery factory. They used the power of the vote to remove every single one that supported China more than we the people. Everyone should have a voice and all the facts should be provided. This company was called Guoxuan but they can call themselves any name they want and most people do not support the use of Chinese parts, companies, and batteries and it should not happen. That is an example of government working the way it is supposed to. Another instance, is in Manteno, Illinois. The Governor of Illinois is not only famous for his size, he is despised and also the tyrannical king of back room deals. The people of Manteno also organized and voiced displeasure at the idea of an electric car battery plant. The old K-Mart Distribution Center would become a Guoxuan plant loyal to the Chinese Communist Party. Marco Rubio even wrote a letter. Here is a small quote from the letter: "To the extent of the CCP control over Guoxuan is explicitly mentioned in the company's corporate bylaws, which require the company to carry our Party activities in accordance with the constitution of the Chinese Communist Party. In 2021, Guoxuan High Tech, hosted several companies retreats where employees were mandated to recite a pledge of loyalty to the party including to fight for communism." Veterans came forward, many citizens voiced horror at the idea. People of the town believe that Manteno is failing them and failing our country. However, even these monstrous facts didn't change any Manteno elected officials' minds. The people of Manteno are organizing and trying to hire an attorney to help preserve and protect this typical American town. Although, I am sure this type of back-room deal would never happen in Lake County, I wanted to let you know what is happening in towns surrounding and nearby Lake County. Cobalt and lithium is used in electric car batteries. I even came across a YouTube video of a cobalt mine showing slavery of beautiful black children in the Congo, some as small as 4. It said on the YouTube video that if a child brings any cobalt home, they cut off their hands. You see, China bought the Congo and this is a terrible thing to see. I don't have the bible memorized, but I remember hearing that if anyone hurts my little children better they have a millstone around their neck. Personally, I am very against slavery anywhere. We will not be complicit in this crime involving cobalt mines that use child slave labor to produce Chinese electric car batteries anywhere in our precious Lake County. If I ever hear of news that Lake County is considering doing business with Chinese electric car batteries or building a factory for a Chinese company called Guoxuan. I would be looking for open public meetings for full disclosure of all the details before any contracts are signed. As I said, we are very proud to live in a growing county in Indiana. But let's make sure we are growing in an ethical, moral, responsible way. Thank you.

Ron of Crown Point – My degree is in epidemiology public environmental health with twenty-five years' experience in environmental health compliance. I've worked for health departments, I've worked for industries as an industrial hygienist, I've worked for hazardous waste remediation companies and I'm now retired. I'm concerned about the current masking policy of this building. Mask have been proven that they're not effective; that the consequences of wearing mask are oxygen reduction, facial blemishes, infections and rebreathing germs. We have a vaccination that's being pushed by economic reasons by the CDC. Everyone who takes the vaccination signs a waiver knowing that this is an experimental vaccine. Companies are forcing employees to be fully vaccinated. When you sign that waiver, you waive every right to consequences. There's been over a million adverse consequences in three years from the so-called vaccines that we've been delivered. Any vaccine or any drug that has over fifty adverse consequences is pulled off the market. Why aren't a million adverse effects pulled over the market? Because its experimental, you agreed to be a lab rat. Why is this county allowing mandatory masking in this building? Germs don't jump six feet, germs don't six jump inches, its direct contact. There's no way of preventing direct contact and be alive. I am concerned that this county and this council has the power of the health department. You have power over the health department through the money. Use the money. Use that to control them and force them to be transparent and accountable. These are failed policies based on political agendas, not on health outcomes.

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:

Peggy Holinga Katona,
Lake County Auditor