

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 Christine Cid, President, David Hamm, Ronald Brewer, 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 12, 2024

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

Acknowledgments: Councilman Brown sent condolences to the family of Charlotte Wright that passed away unexpectedly. Wright was teacher in the Gary school system.

Councilman Brewer sent condolences to former Councilman Protho and his family. Protho's sister passed away in a car accident.

Announcements: Councilwoman Cid stated that Lake County is now auditable by State Board of Accounts. Cid thanked Scott Schmal, the Lake County Auditors Office and the Lake County Treasurers Office for making it possible.

ORDINANCE #1502

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
County General Fund 1001		
<u>Hammond and Gary Courthouses 9302</u>		
63510 Utilities	\$100,000.00	POSTPONED TO 1/14/25
County Health Fund 1105		
<u>Health Department 9306</u>		
61110 Officials & Administrators	\$36,300.00	WITHDRAWN
61120 Professionals	\$10,350.00	“”
61130 Technicians	\$6,850.00	“”
61140 Protective Services	\$74,660.00	“”
61150 Paraprofessionals	\$67,180.00	“”
61160 Office & Clerical	\$27,360.00	“”
61320 FICA – Deduction	\$17,100.00	“”
61330 PERF – Deduction	\$31,650.00	“”
Non-Reverting LC Fairgrounds Fund 1131		
<u>Fairgrounds 9201</u>		
61190 Part-Time	\$8,480.00	POSTPONED TO 1/14/25
Lake County 911 Fund 1399		
<u>Lake County Commissioners 6002</u>		
63995 Other Services & Charges	\$14,000.00	POSTPONED TO 1/14/25

Adopted this 10th day of December, 2024.

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	\$75,000.00	\$75,000.00
To: 1001-64490 Other Equipment	\$75,000.00	\$75,000.00
<u>St. John Township Assessor 2006</u>		
County General Fund 1001		
From: 1001-63220 Postage	\$1,000.00	\$1,000.00
To: 1001-62390 Other Repair & Maintenance	\$1,000.00	\$1,000.00
<u>Criminal Courts 3002</u>		
County General Fund 1001		
From: 1001-61130 Technicians	\$1,700.00	\$1,700.00
1001-61140 Protective Services	\$1,600.00	\$1,600.00
1001-62110 Office Supplies	\$4,500.00	\$4,500.00
1001-62230 Clothing	\$300.00	\$300.00
1001-63231 Travel – Registration	\$1,000.00	\$1,000.00
1001-63232 Travel – Meals	\$1,000.00	\$1,000.00
1001-63233 Travel – Lodging	\$3,500.00	\$3,500.00
1001-63234 Travel – Trans/Other	\$1,000.00	\$1,000.00
1001-63235 Travel – Mileage	\$2,000.00	\$2,000.00
To: 1001-63190 Other Professional Service	\$10,500.00	\$10,500.00
1001-63290 Other Comm & Trans	\$4,500.00	\$4,500.00
1001-63920 Food & Lodging	\$1,600.00	\$1,600.00
<u>Purdue Cooperative Extension 5002</u>		
County General Fund 1001		
From: 1001-63710 Equipment Rentals	\$100.00	\$100.00
To: 1001-61210 Longevity – Deduction	\$100.00	\$100.00
<u>Lake County Commissioners 6002</u>		
County General Fund 1001		
From: 1001-63120 Medical & Hospital Services	\$36,000.00	\$36,000.00
To: 1001-63150 Consultant Fees	\$36,000.00	\$36,000.00
<u>Lake County Commissioners 6002</u>		
Gambling Admission Tax Fund 1196		
From: 1196-63420 Insurance	\$500,000.00	\$500,000.00
To: 1196-63190 Other Professional Service	\$500,000.00	\$500,000.00
<u>Sheriff 8001</u>		
County General Fund 1001		
From: 1001-61140 Protective Services	\$40,000.00	\$40,000.00
1001-62220 Garage & Motors	\$20,000.00	\$20,000.00
1001-63240 Telephone	\$40,000.00	\$40,000.00
1001-63630 Maintenance & Service	\$32,000.00	\$32,000.00
To: 1001-61100 Overtime	\$40,000.00	\$40,000.00
1001-62210 Petroleum Products	\$40,000.00	\$40,000.00
1001-63910 Dues & Subscriptions	\$52,000.00	\$52,000.00
<u>Jail 8002</u>		
County General Fund 1001		
From: 1001-61101 Over-Time Regular	\$45,000.00	\$45,000.00
1001-62110 Office Supplies	\$50,000.00	\$50,000.00
1001-62260 Jail Inmate Clothing Allowance	\$40,000.00	\$40,000.00
1001-62410 Other Supplies	\$20,000.00	\$20,000.00
1001-63122 Medical Deductible	\$35,000.00	\$35,000.00
1001-63145 Legal Services	\$20,000.00	\$20,000.00
1001-63188 Employment Testing	\$30,000.00	\$30,000.00
1001-63190 Other Professional Service	\$10,000.00	\$10,000.00
1001-64490 Other Equipment	\$15,000.00	\$15,000.00
To: 1001-61100 Overtime	\$30,000.00	\$30,000.00
1001-61190 Part-Time	\$15,000.00	\$15,000.00
1001-62250 Health Care & Lab Supplies	\$200,000.00	\$200,000.00
1001-63920 Food & Lodging	\$20,000.00	\$20,000.00

Animal Control 8004

County General Fund 1001

From: 1001-61100 Overtime	\$5,000.00	\$5,000.00
1001-61110 Officials & Administrators	\$17,000.00	\$17,000.00
1001-61150 Paraprofessionals	\$1,000.00	\$1,000.00
To: 1001-61190 Part-Time	\$6,894.00	\$6,894.00
1001-61280 Seasonal Employees	\$16,106.00	\$16,106.00

Prosecutor IV-D 9003

County General Fund 1001

From: 1001-61150 Paraprofessionals	\$12,300.00	\$12,300.00
To: 1001-61210 Longevity – Deduction	\$300.00	\$300.00
1001-63220 Postage	\$12,000.00	\$12,000.00

Fairgrounds 9201

County General Fund 1001

From: 1001-62240 Household & Instit. Supplies	\$2,200.00	\$2,200.00
1001-62210 Petroleum Products	\$700.00	\$700.00
1001-63620 Equipment Repair	\$3,000.00	\$3,000.00
To: 1001-61280 Seasonal Employees	\$5,900.00	\$5,900.00

Fairgrounds 9201

Non-Reverting LC Fairgrounds 1131

From: 1131-63620 Equipment Repair	\$1,000.00	\$1,000.00
1131-64310 Improvements	\$1,236.38	\$1,236.38
To: 1131-61280 Seasonal Employees	\$2,078.00	\$2,078.00
1131-61320 FICA – Deduction	\$158.38	\$158.38

Hammond & Gary Courthouses 9302

County General Fund 1001

From: 1001-61180 Service/Maintenance	\$100,000.00	\$100,000.00
1001-63240 Telephone	\$130,000.00	\$130,000.00
To: 1001-63510 Utilities	\$230,000.00	\$230,000.00

Government Center 9303

County General Fund 1001

From: 1001-61170 Skilled Craft Workers	\$6,000.00	\$6,000.00
1001-61180 Service/Maintenance	\$50,000.00	\$50,000.00
To: 1001-61190 Part-Time	\$56,000.00	\$56,000.00

Commissioners/Lake County 911 9305

E-911 Operating Fund 1014

From: 1014-61340 Group Insurance – Deduction	\$350,000.00	\$350,000.00
To: 1014-63995 Other Services & Charges	\$350,000.00	\$350,000.00

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 November, 2024.

Additional

Made Motion Seconded

County General Fund 1001

Hammond and Gary Courthouses 9302
(\$100,000)

POSTPONED TO 1/14/25

County Health Fund 1105

Health Department 9306
(\$271,450)

WITHDRAWN

Non-Reverting LC Fairgrounds Fund 1131

Fairgrounds 9201
(\$8,480)

POSTPONED TO 1/14/25

Lake County 911 Fund 1399

Lake County Commissioners 6002
(\$14,000)

POSTPONED TO 1/14/25

Transfers

	Made Motion	Seconded	
<u>Coroner's Office 1007</u> County General Fund 1001 (\$75,000)	Niemeyer	Lindemulder	Majority voted yes. Motion to approve carried 7-0.
<u>St. John Township Assessor 2006</u> County General Fund 1001 (\$1,000)	Bilski	Hamm	Majority voted yes. Motion to approve carried 7-0.
<u>Criminal Courts 3002</u> County General Fund 1001 (\$16,600)	Hamm	Bilski	Majority voted yes. Motion to approve carried 7-0.
<u>Purdue Cooperative Extension 5002</u> County General Fund 1001 (\$100)	Lindemulder	Hamm	Majority voted yes. Motion to approve carried 7-0.
<u>Lake County Commissioners 6002</u> County General Fund 1001 (\$36,000)	Hamm	Bilski	Majority voted yes. Motion to approve carried 7-0.
<u>Lake County Commissioners 6002</u> Gambling Admission Tax Fund 1196 (\$500,000)	Hamm	Bilski	Majority voted yes. Motion to approve carried 7-0.
<u>Sheriff 8001</u> County General Fund 1001 (\$132,000)	Brown	Brewer	Majority voted yes. Motion to approve carried 7-0.
<u>Jail 8002</u> County General Fund 1001 (\$265,000)	Brown	Hamm	Majority voted yes, Motion to approve carried 7-0.
<u>Animal Control 8004</u> County General Fund 1001 (\$23,000)	Brown	Brewer	Majority voted yes. Motion to approve carried 7-0.
<u>Prosecutor IV-D 9003</u> County General Fund 1001 (\$12,300)	Lindemulder	Hamm	Majority voted yes. Motion to approve carried 7-0.
<u>Fairgrounds 9201</u> County General Fund 1001 (\$5,900)	Niemeyer	Lindemulder	Majority voted yes. Motion to approve carried 7-0.
<u>Fairgrounds 9201</u> Non-Reverting LC Fairgrounds 1131 (\$2,236.38)	Niemeyer	Lindemulder	Majority voted yes. Motion to approve carried 7-0.
<u>Hammond & Gary Courthouses 9302</u> County General Fund 1001 (\$230,000)	Brown	Hamm	Majority voted yes. Motion to approve carried 7-0.

Government Center 9303
County General Fund 1001
(\$56,000)

Brown

Brewer

Majority voted yes.
Motion to approve carried
7-0.

Commissioners/Lake County 911 9305
E-911 Operating Fund 1014
(\$350,000)

Brown

Hamm

Majority voted yes.
Motion to approve carried
7-0.

In the Matter of Auditor 1002 – Revised 144 – Auditor’s Ineligible Deduction Fund 1329

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
39002-XXX Supplemental Pay NGenFnd 1329	\$0.00	\$18,000.00	\$18,000.00

NO ACTION

In the Matter of Health Department 9306 – Revised 144 – LC Health Dept. Local Public Health Services Fund 1161

Brown made the motion, seconded by Lindemulder, to approve the following Revised 144:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
XXXXX-XXX Certified Medical Assistant	\$0.00	\$42,750.00	\$42,750.00

Majority voted yes. Motion to approve carried 7-0.

In the Matter of Sheriff – Grant Application & Grant Approval – Grant Oversight Committee US Department of Homeland Security – Boating Safety Financial Assistance (ALN: 97.012) = Indiana Department of Natural Resources – FY 2025 Marine Patrol Assistance Grant Renewal Application

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

In the Matter of Parks & Recreation 9203 – Grant Application(s) & Grant Approval(s) – Grant Oversight Committee – US Department of Commerce – National Oceanic and Atmospheric Administration (NOAA) – Coastal Zone Management Program (ALN: 11.419) = Indiana Department of Natural Resources (DNR) – Division of Nature Preserves – FY 2025 Lake Michigan Coastal Program – Land Acquisition Category – Grant Application #1

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

In the Matter of Parks & Recreation 9203 – Grant Application & Grant Approval – Grant Oversight Committee – US Department of Commerce – National Oceanic and Atmospheric Administration (NOAA) – Coastal Zone Management Program (ALN: 11.419) = Indiana Department of Natural Resources (DNR) – Division of Nature Preserves – FY 2025 Lake Michigan Coastal Program – Land Acquisition Category – Grant Application #2

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

In the Matter of Parks & Recreation 9203 – Grant Application & Grant Approval – Grant Oversight Committee – Little Calumet River Basin Development Commission (LCRBDC) – Grant Application for Acquisition of Property

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

In the Matter of Emergency Management 9304 – Grant Application & Grant Approval – Grant Oversight Committee NIPSCO Gives Back Local Grants – FY 2024 Safety Grant Application

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

In the Matter of County Council 6001 – Notice to Taxpayers of Public Hearing on Proposed Additional Appropriations for the Lake Ridge Fire Protection District for the 2024 Budget

Hamm made the motion, seconded by Bilski, to postpone to January 14, 2025. Majority voted yes. Motion to postpone to January 14, 2025 carried 7-0.

In the Matter of County Council 6001 – Councilmanic Post – Syd Garner Scholarship Committee: (2) Two Members of the Lake County Council

Cid opened nominations.

Hamm nominated Christine Cid and Pete Lindemulder.

Cid declared herself and Pete Lindemulder to the Syd Garner Scholarship committee.

In the Matter of County Council 6001 – Councilmanic Post – Northwest Indiana Community Action Corporation: (1) One Elected Official and/or their Designated Representative

Cid opened nominations.

Hamm nominated Pete Lindemulder and Tim Brown as his proxy.

Cid declared Pete Lindemulder and Tim Brown as his proxy to the Northwest Indiana Community Action Corporation.

In the Matter of County Council 6001 – Combined Councilmanic & Citizen Appointment – Lake County Redevelopment Commission: (2) Two Members

Cid opened nominations.

Hamm nominated Christine Cid and John Brezik.

Cid declared herself and John Brezik to the Lake County Redevelopment Commission

In the Matter of County Council 6001 – Citizen Appointment – Contractor's Licensing Board: (1) One Member from HVAC Industry

Cid opened nominations

Lindemulder nominated Jesse Rippe.

Cid declared Jesse Rippe to the Contractors Licensing Board.

In the Matter of County Council 6001 – Citizen Appointment – County Property Tax Assessment Board of Appeals: (2) Two Members (At least (1) One Member must be a Certified Level Two or Three Assessor/Appraiser)

Cid opened nominations

Lindemulder nominated Carly Brandenburg and Kenneth Barksdale.

Cid appointed Carly Brandenburg and Kenneth Barksdale to the County Property Tax Assessment Board of Appeals

In the Matter of Citizen Appointment – Library Boards: (1) One Member-East Chicago

Cid opened nominations.

Hamm nominated Damon Carpenter.

Cid appointed Damon Carpenter to the East Chicago Library Board.

In the Matter of County Council 6001 – Consulting Contracts and Agreements – Executive Employment Agreement

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

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EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between Lake County (“County”) and Scott Schmal (“Executive”). Once signed by both of the parties, this Agreement will be deemed effective as of October 8, 2024 (“Effective Date”). This Agreement supersedes all previous agreements, promises, representations, understandings, and negotiations between the parties, whether written or oral, with respect to the subject matter hereof, except as expressly provided herein.

1. Employment. The County hereby employs Executive as Administrative Finance Director. Executive accepts such employment, reporting directly to the Lake County Council.

2. Term. This Agreement and Executive’s employment pursuant to this Agreement shall commence on the Effective Date and end on the date that Executive’s employment may be terminated as provided in Section 6 below. Executive shall be an at-will employee whose employment may be terminated by either Executive or the County at any time, for any reason, with or without cause.

3. Place of Performance. Executive’s office shall be based at the County’s office building located in Crown Point, Indiana. Executive may be required to travel to other geographic locations and may work remotely at the discretion of the Executive.

4. Duties and Responsibilities.

4.1 Service with the County. Executive shall have all the customary powers and duties associated with his position as set forth in Section 1 above. Executive shall devote his full business time and effort to the performance of his duties for the County, which he shall perform faithfully and to the best of his ability. Executive shall be subject to the County’s policies, procedures, and approval practices.

5. Compensation.

5.1 Annual Base Salary. As compensation for all services to be rendered by Executive under this Agreement, the County shall pay to Executive a base annual salary of One Hundred Eighty-Seven Thousand Two Hundred Dollars (\$187,200) (“Annual Base Salary”), which salary shall be paid in conformity with the County’s pay practices. Executive will be eligible for annual pay increases as determined by the Lake County Council with a minimum increase equal to the state determined maximum levy growth quotient pursuant to IC 6-1.1-18.5-2.

5.2 Standard Benefits. During the term of this Agreement, Executive shall be entitled to participate in all employee benefit plans and programs, including paid vacations, to the same extent available to County employees in accordance with the

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terms of those plans and programs. The County shall have the right to terminate or change any such plan or program at any time.

5.3 Expense Reimbursement. Executive shall be entitled to receive prompt reimbursement for all reasonable and customary travel and business expenses he incurs in connection with his employment but must incur and account for those expenses in accordance with the policies and procedures established by the County.

6. Termination.

6.1 Termination by the County Without Cause. The County may terminate Executive's employment pursuant to this Agreement without Cause (defined below) by giving written notice to Executive.

6.2 Termination by the County for Cause. The County may terminate Executive's employment for Cause. As used herein, "Cause" shall mean:

(a) An act of willful dishonesty or disregard of the lawful requests of a majority of the Lake County Council taken in connection with Executive's responsibilities as an employee whether it causes damages to the County or not;

(b) Executive's commission of, or plea of guilty or of nolo contendere to, a felony;

(c) Executive's gross negligence or willful misconduct in the performance of his duties as an employee of the County.

6.3 Termination by County for Death or Permanent Disability. Executive's employment pursuant to this Agreement shall be immediately terminated (i) upon the death of the Executive, or (ii) upon the Executive becoming permanently disabled. For purposes of this Agreement, the term "permanently disabled" means an inability of Executive, due to a physical or mental illness, injury, or impairment, to perform a substantial portion of his duties for a period of one hundred eighty (180) or more consecutive days, as determined by the Lake County Council.

6.4 Termination by Executive Without Good Reason. Executive may terminate his employment pursuant to this Agreement without any reason by giving thirty (30) days written notice to the County.

6.5 Termination by Executive for Good Reason. Executive's employment pursuant to this Agreement may be terminated by Executive for "Good Reason" upon his giving 30 days written notice to the County and specifying therein that he is voluntarily terminating his employment as a result of any of the following:

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(a) Without Executive's prior written consent, a reduction in his then current Annual Base Salary, other than as part of across-the-board salary reductions affecting all employees of the County;

(b) Any action taken by the County that would diminish the aggregate value of the benefits provided to the Executive under the Executive's medical, health, accident, disability insurance, life insurance and retirement plans in which he was participating on the date of this Agreement, other than any such reduction which is (i) required by law, (ii) implemented in connection with a general arrangement affecting all employees or affecting the group of employees (senior management) of which the Executive is a member, or (iii) generally applicable to all beneficiaries of such plans;

(c) A change in duties and responsibilities other than those caused by actions outside the purview of the County;

(d) A relocation of Executive's principal place of business by more than twenty (20) miles, unless Executive consents to such relocation;

(e) Elimination of working remotely; or

(f) The County materially breaches any provision of this Agreement.

An event that is or would constitute Good Reason shall cease to be Good Reason if:

(a) Executive does not terminate his employment within 90 days after the event occurs; or

(b) The County reverses the action or cures the default that constitutes Good Reason within ten (10) business days after Executive notifies the County in writing that Good Reason exists.

6.6 Payments Upon Termination.

(a) If, during the term of this Agreement, Executive's employment is terminated by the County without cause, or by Executive for Good Reason, Executive shall receive the following compensation:

(i) The portion of the current Annual Base Salary at the time of termination which has accrued through the date of termination;

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(ii) Any payments for unused vacation and reimbursement of expenses, which are due, accrued, or payable as of the date of Executive's termination;

(iii) The current Annual Base Salary at the time of termination for a twenty-four (24) month period, payable in accordance with the County's normal payroll procedures and policies over a twenty-four (24) month period; and

(iv) Executive will receive continuation of medical benefits at the cost for active employees for twenty-four (24) months.

7. Notice.

7.1 To the County. Executive will send all communications to the County in writing either by email addressed to all active Council members, or by mail addressed as follows:

Lake County Council
Attn: President
2293 N. Main St.
Crown Point, IN 46307
Tel.:219-755-3280

7.2 To Executive. All communications from the County to Executive relating to this Agreement must be sent to him in writing either by email or by mail addressed as follows or current employee address on file at the time of communication:

Scott Schmal
PO Box 171
Crown Point, IN 46308
Tel.:219-313-4117

7.3 Time Notice Deemed Given. Notice shall be deemed to have been given as follows:

(a) when delivered; or

(b) two business days after being mailed by United States certified or registered mail, return receipt requested, postage prepaid.

8. Arbitration of Disputes. If any legally actionable dispute arises which cannot be resolved by mutual discussion between the County and Executive, then each party hereto agrees to resolve

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that dispute by binding arbitration before an arbitrator experienced in employment law. Said arbitration will be conducted in accordance with the rules applicable to employment disputes of Judicial Arbitration and Mediation Services or such other arbitration service as the County and Executive agree upon, and the law of Indiana. The County will be responsible for paying any filing fee and the fees and costs of the arbitrator as well as Executive's legal costs if it is determined that the County was acting in violation of this agreement. The County and Executive agree that this promise to arbitrate covers any disputes that the County may have against Executive, or that Executive may have against the County and all of its affiliated entities and their directors, officers, employees and agents, arising out of or relating to this Agreement, the employment relationship or termination of employment, including any claims concerning the validity, interpretation, effect or violation of this Agreement; violation of any federal, state or local law; any tort; and any other aspect of Executive's compensation or employment. The County and Executive further agree that arbitration as provided in this section 8 shall be the exclusive and binding remedy for any such dispute and will be used instead of any court action, which is hereby expressly waived, except for any request by either party hereto for temporary or preliminary injunctive relief pending arbitration in accordance with applicable law, or an administrative claim with an administrative agency. The Federal Arbitration Act shall govern the interpretation and enforcement of such arbitration proceeding. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Indiana, or Federal Law, if Indiana law is preempted. The arbitration shall be conducted in Crown Point, Indiana, unless otherwise mutually agreed.

9. Amendment. No provisions of this Agreement may be modified, waived, or discharged except by a written document signed by Executive and a duly authorized County officer. Thus, for example, promotions, commendations, and/or bonuses shall not, by themselves, modify, amend, or extend this Agreement. A waiver of any conditions or provisions of this Agreement in a given instance shall not be deemed a waiver of such conditions or provisions at any other time.

10. Interpretation and Exclusive Forum. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Indiana (excluding any that mandate the use of another jurisdiction's laws). Any arbitration (unless otherwise mutually agreed), litigation or similar proceeding with respect to such matters only may be brought within Indiana, and all parties to this Agreement consent to Indiana's jurisdiction.

11. Successors/Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, Executive and his estate, but Executive may not assign or pledge this Agreement or any rights arising under it, except to the extent permitted under the terms of the benefit plans in which he participates. The County may not assign this Agreement to any affiliate or successor without Executive's prior written consent.

12. Withholding Taxes. The County may withhold from any salary and benefits payable under this Agreement all federal, state, city and other taxes or amounts as shall be determined by the County to be required to be withheld pursuant to applicable laws, or governmental regulations or rulings.

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13. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute the same instrument.

15. Entire Agreement. All oral or written agreements or representations, express or implied, with respect to the subject matter of this Agreement are set forth in this Agreement.

EXECUTIVE ACKNOWLEDGES THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COUNTY AND HIM RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT AND THAT HE HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COUNTY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

EXECUTIVE FURTHER ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, THAT HE UNDERSTANDS ALL OF IT, AND THAT HE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH HIS PRIVATE LEGAL COUNSEL AND HAS AVAILED HIMSELF OF THAT OPPORTUNITY TO THE EXTENT HE WISHED TO DO SO. EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT HE IS GIVING UP HIS RIGHT TO A JURY TRIAL.

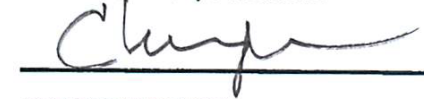
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Lake County Council:



CHRISTINE CID, President



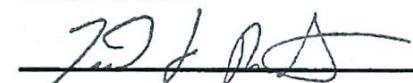
CHARLIE BROWN



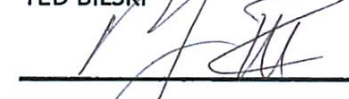
RONALD G. BREWER, Sr.



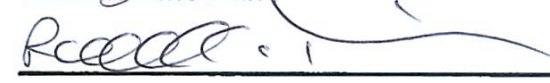
DAVID HAMM



TED BILSKI



PETE LINDEMULDER



RANDY NIEMEIER

Lake County Board of Commissioners

Michael Repay 11/20/2024

MICHAEL REPAY

KYLE ALLEN

Kyle Allen 11/20/2024

JERRY TIPPY

RECEIVED

Executive:

Scott C. Schmal

11/27/2024

2024 OCT 16 AM 9:38

Scott C. Schmal

LAKE COUNTY AUDITOR

ATTEST:

Peggy Katona

PEGGY KATONA, Auditor

In the Matter of County Council 6001 – Consulting Contracts and Agreements – Law Office of Thomas O'Donnell

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

LAW OFFICE OF THOMAS O'DONNELL
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 10th day of December, 2024, effective from January 1, 2025 to December 31, 2025, 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 breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.
14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his

supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

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

16. Miscellaneous Provisions.
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the

Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.

- D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Extension. This contract may be extended by agreement of the parties.
18. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Office of 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 and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - (a) 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

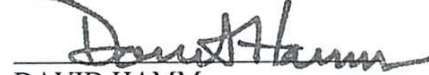
CONSULTANT ATTORNEY


CHRISTINE CID, President

LAW OFFICE OF
THOMAS O'DONNELL


BY: 
THOMAS O'DONNELL


CHARLIE BROWN


DAVID HAMM


PETE LINDEMULDER


RONALD G. BREWER, SR.


TED F. BILSKI


RANDELL C. NIEMEYER

In the Matter of County Council 6001 – Consulting Contracts and Agreements – Law office of Ray L. Szarmach, P.C.

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

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

THIS AGREEMENT, entered into this 10th day of December, 2024, effective from January 1, 2025 to December 31, 2025, by and between the LAW OFFICE OF RAY L. SZARMACH, P.C., (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

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

WITNESSETH THAT:

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

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Law Office of Ray L. Szarmach, P.C., 2115 W. Lincoln Hwy., Merrillville, IN, 46410.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Five Thousand (\$5,000.00) Dollars per month for a total of Sixty Thousand (\$60,000.00) Dollars per year. Consultant will receive an office expense in the amount of Two Thousand (\$2,000.00) Dollars per month:
 - A. The Consultant will provide secretary and paralegal services as required.
 - B. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
 - C. Attend all meetings of the Council, and Council committees when requested.
 - D. Prepare opinions, reports and documents for the Council as requested.
 - E. 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.

- F. 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 Five Thousand (\$5,000.00) Dollars shall be paid monthly.
 - G. The office expense payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Two Thousand (\$2,000.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. Subject to the approval of the Council and the Attorney for the Council, 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. 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 the 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 agreement, with or without cause, by giving thirty (30) 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 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.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or 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 impair or prejudice any right or remedy available to the Council in respect to such breach or default.
13. 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.
14. 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.
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 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.
16. Extension. This contract may be extended by agreement of the parties.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Office of Ray L. Szarmach, P.C. Attorney at Law 2115 W. Lincoln Hwy. Merrillville, IN 46410	Lake County Council 2293 N. Main St. Crown Point, IN 46307
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18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
- B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.
19. Information Availability.
- A. Information that is the property of the Lake County Council shall be

made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, 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.

20. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter, "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.
 - (a) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
 - I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 1. Does not knowingly employ or contract with an unauthorized alien;
 2. Has enrolled and is participating in the E-Verify program.
 - J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

IN WITNESS WHEREOF, the Council and the Consultant have executed this

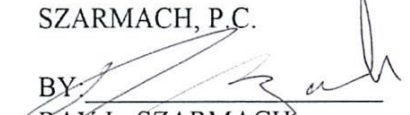
Agreement as of the date first written above.

LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY


CHRISTINE CID, President

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

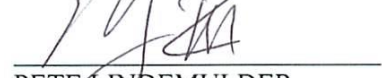
BY: 
RAY L. SZARMACH


TED F. BILSKI


DAVID HAMM


RANDELL C. NIEMEYER


CHARLIE BROWN


PETE LINDEMULDER


RONALD G. BREWER

In the Matter of County Council 6001 – Consulting Contracts and Agreements – Law Offices of Shana D. Levinson

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

LAW OFFICE OF SHANA D. LEVINSON
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 10th day of December, 2024, effective from January 1, 2025 to December 31, 2025, by and between the LAW OFFICES OF SHANA D. LEVINSON, (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 Levinson & Levinson, 384 W. 80th Place, Merrillville, Indiana 46410.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Six Thousand Two Hundred Fifty (\$6,250.00) Dollars per month for a total of Seventy-Five Thousand (\$75,000.00) Dollars per year.
 - A. Consultant shall 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 Six Thousand Two Hundred Fifty (\$6,250.00) Dollars shall be paid monthly.
3. Representation in Litigation.
- A. Subject to the approval of the Council and the Attorney for the Council, 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. 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 the 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 agreement, with or without cause, by giving thirty (30) 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 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.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or 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 impair or prejudice any right or remedy available to the Council in respect to such breach or default.
13. 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.
14. 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.
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 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.
16. Extension. This contract may be extended by agreement of the parties.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Offices of Shana D. Levinson
Attorney at Law
384 W. 80th Place
Merrillville, IN 46410

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

18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
- B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.

19. Information Availability.

- A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, 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.

20. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter, "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 and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (a) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
1. Does not knowingly employ or contract with an unauthorized alien;
 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

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

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

LAKE COUNTY COUNCIL

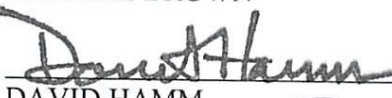
CONSULTANT ATTORNEY

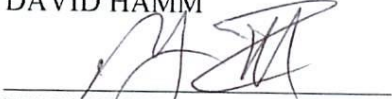

CHRISTINE CID, President


LAW OFFICE OF
SHANA D. LEVINSON

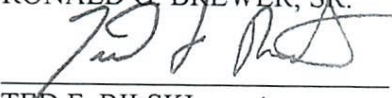
BY: 
SHANA D. LEVINSON

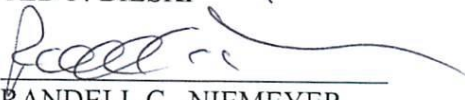

CHARLIE BROWN


DAVID HAMM


PETE LINDEMULDER


RONALD G. BREWER, SR.


TED F. BILSKI


RANDELL C. NIEMEYER

In the Matter of County Council 6001 – Consulting Contracts and Agreements – Linda S. Garcia-Marmolejo Attorney at Law

Hamm made the motion, seconded by Bilski, 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 10th day of December, 2024, effective from January 1, 2025 to December 31, 2025, by and between the 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, Indiana, 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 do, perform, and carry out in a good and professional manner legally advise and represent the Council, its members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at board meetings, for the hourly rate of Ninety (\$90.00) Dollars, not to exceed Forty-Thousand (\$40,000.00) Dollars during the term of this Contract.
3. Termination of Agreement. Either party may terminate this agreement, 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.
 - 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 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.
- (a) 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.
13. I hereby certify that I am not engaged in investment activities in Iran per

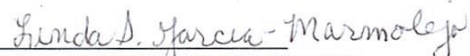
I.C. 5-22-16.5-13.


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

LAKE COUNTY COUNCIL


CONSULTANT ATTORNEY


CHRISTINE CID, President


BY: 
LINDA S. GARCIA-MARMOLEJO


TED F. BILSKI


DAVID HAMM


RANDELL C. NIEMEYER


CHARLIE BROWN


PETE LINDEMULDER


RONALD G. BREWER

In the Matter of Resolution Recognizing the 100th Anniversary of Galilee Missionary Baptist Church

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

RESOLUTION NO. 24-55

RESOLUTION RECOGNIZING THE
100TH ANNIVERSARY OF GALILEE MISSIONARY BAPTIST CHURCH

WHEREAS, Galilee Missionary Baptist Church located at 1700 Madison Street, Gary, Indiana, was organized in September of 1924; and

WHEREAS, in 1930 the Church had a membership of about fifty persons and in 1935 the congregation built a larger building at 1632 Madison Street; and

WHEREAS, from 1935 to 1943 the Church membership grew beyond expectations and in 1944 two lots were purchased at 1548-1550 Madison Street; and

WHEREAS, during the 1960's the Church membership increased to over 800; and


WHEREAS, in 2023, Galilee moved into its current location at 7104 Hohman Avenue, Hammond, Indiana; and


WHEREAS, throughout its 100 years, the Church organized a Missionary Society, Senior Choir, held New Year's Fellowship Services, a radio broadcast entitled "The House of Hope", a Boy Scout Troop, a Scholarship Program, Women's and Men's Retreats, various ministries were launched to provide for the growth of the Church that included a Computer Resource Evangelistic Worship; and

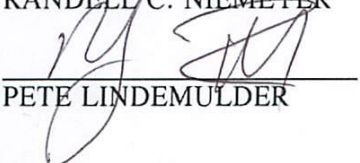
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council wishes to recognize Galilee Missionary Baptist Church on the occasion of its 100th anniversary and looks forward to the next 100 years.

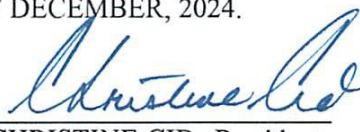
SO RESOLVED THIS 10TH DAY OF DECEMBER, 2024.



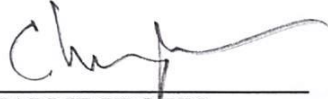
DAVID HAMM



RANDELL C. NIEMEYER



PETE LINDEMULDER



CHRISTINE CID, President



CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Honoring Lake Central High School Varsity Cheerleaders, 2024 Indiana Cheer Champions, Large Time-Out Division

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

RESOLUTION NO. 24-56

**RESOLUTION HONORING
LAKE CENTRAL HIGH SCHOOL VARSITY CHEERLEADERS,
2024 INDIANA CHEER CHAMPIONS, LARGE TIME-OUT DIVISION**

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

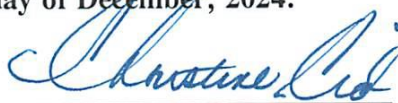
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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, the Lake Central High School Varsity Cheerleaders captured the 2024 Indiana Cheer Championship in the Large Time-Out Division at New Castle High School on November 9, 2024; additionally, Varsity cheerleaders Maddy Biggerstaff, Autumn Garcia and Peyton Morris were named to the Indiana All-State Cheer Team.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young women of the Lake Central High School Varsity Cheerleaders, the 2024 Indiana Cheer Champions in the Large Time-Out Division and champions always for Lake County; the Lake County Council extends congratulations and praise to Varsity cheerleaders Maddy Biggerstaff, Autumn Garcia and Peyton Morris for being selected to the Indiana All-State Cheer Team; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LAKE CENTRAL HIGH SCHOOL VARSITY CHEERLEADERS.

SO RESOLVED THIS 10th day of December, 2024.


CHRISTINE CID, President


DAVID HAMM


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution to Approve Temporary Loan Not to Exceed \$1,000,000.00 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. Motion to approve carried 7-0.

RESOLUTION NO. 24-57

**RESOLUTION TO APPROVE TEMPORARY LOAN NOT TO EXCEED
\$1,000,000.00 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 14, 2024, the Parks and Recreation Board of the County of Lake adopted Resolution No. 2024-06 approving a loan not to exceed \$1,000,000.00 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 \$1,000,000.00 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

In the Matter of Resolution to Approve the Transfer of \$96,500.46 from 2022-2 (CCMG) Lake County Local Roads & Bridges Matching Grant Fund, Fund No. 9444 to CEDIT Fund, Fund No. 4012

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

RESOLUTION NO. 24-58

RESOLUTION TO APPROVE THE TRANSFER OF \$96,500.46 FROM 2022-2 (CCMG) LAKE COUNTY LOCAL ROADS & BRIDGES MATCHING GRANT FUND, FUND NO. 9444 TO CEDIT FUND, FUND NO. 4012

- 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, on June 13, 2023, the Lake County Council adopted Resolution No. 23-28, the Resolution to Approve the Transfer of \$831,595.92 from CEDIT Fund, Fund No. 4012 to 2022-2 (CCMG) Lake County Local Roads & Bridges Matching Grant Fund, Fund No. 9444; and
- WHEREAS, that the purpose of Resolution No.23-28 was to transfer the entire county project cost of the reconstruction of Parrish Avenue between 181st and 151st Avenue within one fund, Fund No. 9444; and
- WHEREAS, the project came in under bid leaving a fund balance amount of \$96,500.46 in 2022-2 (CCMG) Lake County Local Roads & Bridges Matching Grant Fund, Fund No. 9444; and
- WHEREAS, the Lake County Council desires to transfer \$96,500.46 from 2022-2 (CCMG) Lake County Local Roads & Bridges Matching Grant Fund, Fund No. 9444 to CEDIT Fund, Fund No. 4012, which transfer represents reimbursement.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


That \$96,500.46 is transferred from 2022-2 (CCMG) Lake County Local Roads & Bridges Matching Grant Fund, Fund No. 9444 to CEDIT Fund, Fund No. 4012, which transfer represents reimbursement.

SO RESOLVED THIS 10th DAY OF DECEMBER, 2024.



CHRISTINE CID, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

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 Jail Inmate Medical Non-Reverting Fund, Fund 4414

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

RESOLUTION NO. 24-59

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

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 Liability Fund \$1,250,000.00, Group Insurance Fund \$4,000,000.00 and Jail Inmate Medical Fund \$300,000.00:

\$1,250,000.00	from Fund 1001 Commissioners Department 6002 Line Item 63420 Group Insurance Deduction to Self Insurance Non-Reverting Liability Fund 4541
\$1,750,000.00	from Fund 1001 Commissioners Department 6002 Line Item 63420 Group Insurance Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$750,000.00	from Fund 1001 Commissioners Department 6001 Line Item 61320 FICA to Group Insurance Non-Reverting Accrual fund 1001-9999-26514
\$1,500,000.00	from Fund 1001 Commissioners Department 6002 Line Item 61330 PERF Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$300,000.00	from Fund 1001 Commissioners Department 6002 Line Item 61320 Medical & Hospital Services to Jail Inmate Medical Non-Reverting Fund 4414

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 1001 Commissioners Department 6002 Line Item 63420 Group Insurance Deduction to Self Insurance Non-Reverting Liability Fund 4541
\$1,750,000.00	from Fund 1001 Commissioners Department 6002 Line Item 63420 Group Insurance Deduction to Group Insurance Non-Reverting Accrual Fund 1001-9999-26514
\$750,000.00	from Fund 1001 Commissioners Department 6001 Line Item 61320 FICA to Group Insurance Non-Reverting Accrual fund 1001-9999-26514

\$1,500,000.00 from Fund 1001 Commissioners Department 6002 Line Item 61330
PERF Deduction to Group Insurance Non-Reverting Accrual Fund
1001-9999-26514

\$300,000.00 from Fund 1001 Commissioners Department 6002 Line Item 61320
Medical & Hospital Services to Jail Inmate Medical Non-Reverting
Fund 4414


which transfers represent reimbursement.

SO RESOLVED THIS 10th DAY OF DECEMBER, 2024.


CHRISTINE CID, President


DAVID HAMM


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Creating the Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court, Problem-Solving Court-Grant Fund, A Non-Reverting Fund

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

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

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

ORDINANCE NO. 1502A

ORDINANCE CREATING THE LAKE COUNTY SUPERIOR COURT, JUVENILE DIVISION, JUVENILE MENTAL HEALTH COURT, PROBLEM-SOLVING COURT GRANT FUND, A NON-REVERTING FUND

- WHEREAS**, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS**, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS**, pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS**, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS**, the Indiana Supreme Court has awarded to Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court, a 2025 Problem-Solving Court Grant Award in the amount of Eighty-Five Thousand Four Hundred Ninety-Eight (\$85,498.00) Dollars; pursuant to the grant the funds shall be advanced to the County and used for salaries, benefits, incentives, drug testing supplies, participant needs, case specialist and staff training; and
- WHEREAS**, the Lake County Council desires to create the Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court 2025 Problem-Solving Court Grant Fund, a non-reverting fund.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council hereby establishes the Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court 2025 Problem-Solving Court Grant Fund, a non-reverting fund, for the deposit of Eighty-Five Thousand Four Hundred Ninety-Eight (\$85,498.00) Dollars from the Indiana Supreme Court.
2. That pursuant to I.C. 36-2-5-2(b), the Lake County Council as the fiscal body, shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court 2025 Problem-Solving Court Grant Fund, subject to appropriation by the Lake County Council.

- 4. In the event the Lake County Superior Court, Juvenile Division, Juvenile Mental Health Court receives additional Indiana Supreme Court Problem-Solving Court Grant Awards, such grants may be accounted for using the new fund.

SO ORDAINED THIS 10th DAY OF DECEMBER, 2024.


 CHRISTINE CID, President

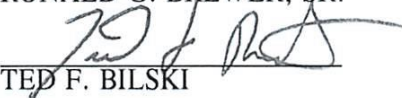

 DAVID HAMM


 CHARLIE BROWN


 RANDELL C. NIEMEYER


 RONALD G. BREWER, SR.


 PETE LINDEMULDER


 TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Establishing the Lake County Community Economic Development Department's Community Development Block Grant (CDBG) Projects Fund, A Non-Reverting Fund

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

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

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

ORDINANCE NO. 1502B

ORDINANCE ESTABLISHING THE LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FUND, A NON-REVERTING FUND

WHEREAS, Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, defines an urban county as a county within a metropolitan area that has a population of 200,000 or more, not including metropolitan cities located therein, and

WHEREAS, Lake County, Indiana meets the statutory requirements to be designated as an urban county, and

WHEREAS, urban counties are eligible to receive formula-based Community Development Block Grant (CDBG) entitlement grants directly from the US Department of Housing and Urban Development (HUD), and

WHEREAS, Lake County, Indiana has received CDBG entitlement grants directly from HUD for many years, and

WHEREAS, when the Lake County Community and Economic Development Department implemented the County's Community Development Block Grant entitlement grants program, the County established two (2) separate project funds, without benefit of grant fund ordinances, to segregate CDBG projects grant funding by eligible project categories identified as:

1. **Fund 172 (now Fund 9172)**, known as "LC Comm. Dev. Cities & Towns," used to account for CDBG entitlement funding provided to participating units of general local government (UGLG) to independently carry out eligible CDBG activities in their UGLG. Typical CDBG community projects include ADA compliance, demolition of unsafe structures, and other local infrastructure improvements.
2. **Fund 173 (now Fund 8173)**, known as "LC Dev. Rehabilitation," used to account for CDBG entitlement funding projects consistent with national and local development and rehabilitation priorities. Homeless Prevention and Fair Housing activities are also provided from this fund.

WHEREAS, segregating CDBG projects grant funding into two (2) separate funds was workable for many years, maintaining the separation of grant revenue and grant-funded expenditures for the above-mentioned project categories has created significant inefficiencies in accounting for CDBG project grants in recent years, and

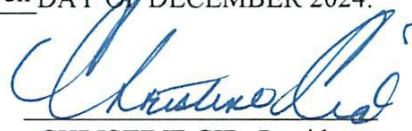
WHEREAS, the County's new financial system can more efficiently and effectively account CDBG project grant revenue and expenditures within a single Fund, and

WHEREAS, the County desires to improve its accounting for CDBG projects funding by consolidating project grant revenue and grant-funded expenditures for all eligible project activities into a single CDBG Projects Grant Fund.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Community and Economic Development Department (LCCEDD) Community Development Block Grant (CDBG) Projects Grant Fund, a non-reverting fund, is established for the deposit and disbursement of CDBG funds from the US Department of Housing and Urban Development (HUD) for eligible local CDBG projects shall be implemented on January 1, 2025.
2. That the FY 2024 year-end fund balances in the existing CDBG Funds identified as Funds 9172, and 8173 shall be transferred to the new Lake County Community and Economic Development Department (LCCEDD) Community Development Block Grant (CDBG) Projects Grant Fund effective January 1, 2025.
3. That the FY 2024 year-end encumbrances for CDBG projects remaining for Funds 9172 and 8173 shall be transferred to the new Lake County Community and Economic Development Department (LCCEDD) Community Development Block Grant (CDBG) Projects Grant Fund effective January 1, 2025.
4. That Fund numbers 9172 and 8173 shall be retired and are not to be used for any other purpose. All existing accounting activity for Funds 8173 and 9172 shall remain accessible in the financial system and available for audit as required by the HUD CDBG entitlement grants program.
5. That all federal CDBG drawdown advance grant funds received from HUD for the County's local CDBG projects, but not posted to Funds 9172 or 8173 by December 31, 2024, shall be posted to the new LCCEDD CDBG Projects Grant Fund.
6. That all expenditures charged to the new LCCEDD CDBG Projects Grant Fund shall be used for eligible CDBG purposes as designated by HUD.
7. Any money remaining in the Fund at the end of the year shall not revert to any other Fund but continues in the LCCEDD's CDBG Projects Grant Fund.
8. In the event the LCCEDD receives future CDBG awards from HUD for use on local CDBG eligible project activities, the LCCEDD may account for such funding using the established Fund.

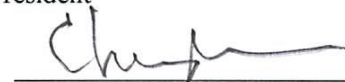
SO ORDAINED THIS 10th DAY OF DECEMBER 2024.



CHRISTINE CID, President



DAVID HAMM



CHARLIE BROWN



RANDELL C. NIEMEYER



RONALD G. BREWER, SR.



PETE LINDEMULDER



TED F. BILSKI

Members of the Lake County Council

In the Matter of An Ordinance of the Lake County Council, Lake County, Indiana, Authorizing Additional Appropriations in the Cumulative Fire Fund of the Lake Ridge Fire Protection District for the 2024 Budget

Hamm made the motion, seconded by Lindemulder, to postpone to January 14, 2025. Majority voted yes. Motion to postpone to January 14, 2025 carried 7-0.

In the Matter of Lake County Part-Time Employees Pay Rate Ordinance for 2025

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

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

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

ORDINANCE NO. 1502C

**LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2025**

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	15.00-18.00/hr.
	c. Administrative Assistant	10.46/hr.
14.	Lake County Council	
	a. Secretary	7.25-13.50/hr.
	b. Financial Consultant	30.00-35.00/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.

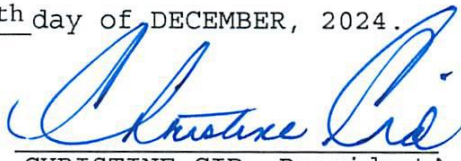
16.	Lake County Community Development (Weatherization Program)		
	a. Work Crew		7.25-10.00/hr.
	b. Management, Carpenter		10.00-16.00/hr.
17.	Lake Superior Court, County Div. I		
	a. Data Entry Personnel		10.00-18.00/hr.
	b. Bailiff		8.00-18.00/hr.
	c. Secretary		8.00-15.00/hr.
	d. Admin/skilled craft		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	14.00-16.00/hr.
	b. Dispatchers	20.00-25.00/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	8.00-12.00/hr.
	(Major Equipment Operator)	
	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	12.00-20.00/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	16.00-25.00/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 10th day of DECEMBER, 2024.

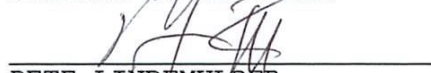

 CHRISTINE CID, President

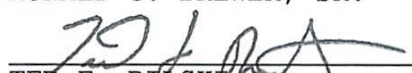

 DAVID HAMM


 CHARLIE BROWN


 RANDELL C. NIEMEYER


 RONALD G. BREWER, SR.


 PETE LINDEMULDER


 TED F. BILSKIE

Members of the Lake County Council

In the Matter of Lake County Mileage Rate Ordinance for 2025

Bilski made the motion, seconded by Lindemulder, to postpone to January 14, 2025. Majority voted yes. Motion to postpone to January 14, 2025 carried 7-0.

In the Matter of Ordinance Concerning Holiday Schedule for the Calendar Year of 2025

Hamm made the motion, seconded by Lindemulder, to approve as presented on First Reading.

Brewer, Hamm and Bilski suggested an additional day of Friday December 26th off.

Hamm made an amendment to his original motion to include Friday, December 26, 2025. Amended motion was seconded by Bilski.

Brown, Lindemulder, Niemeyer and Cid voted no. Bilski, Hamm and Brewer voted yes. Amended motion to include December 26, 2025 failed. Motion carried 4-no, 3-yes.

Hamm made the motion, seconded by Lindemulder, to approve as presented on First Reading. Majority voted yes. Motion to approve as presented on First Reading carried 7-0.

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

Hamm made the motion, seconded by Brewer, to approve as presented on Second Reading. Majority voted yes. Motion to approve as presented on Second Reading carried 7-0.

ORDINANCE NO. 1502D

ORDINANCE CONCERNING HOLIDAY SCHEDULE FOR THE CALENDAR YEAR OF 2025

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:


2025: New Year's Day	January 1 st	Wednesday closed
Martin Luther King, Jr.	January 20 th	Monday closed
President's Day	February 17 th	Monday closed
Good Friday	April 18 th	Friday closed
Memorial Day	May 26 th	Monday closed
Juneteenth	June 19 th	Thursday closed
Independence Day	July 4 th	Friday closed
Labor Day	September 1 st	Monday closed
Columbus Day	October 13 th	Monday closed
Veterans Day	November 11 th	Tuesday closed
Thanksgiving Day	November 27 th	Thursday closed
	November 28 th	Friday closed
Christmas Eve	December 24 th	Wednesday closed
Christmas	December 25 th	Thursday closed
New Year's Eve	December 31 st	Wednesday closed


2026: New Years Day January 1st Thursday closed


SO ORDAINED THIS 10th DAY OF December, 2024.



DAVID HAMM



CHRISTINE CID, President


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending Ordinance No. 1459C, The Ordinance Declaring Funds Dormant and Repealing and Rescinding the Ordinance Establishing the Funds

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

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

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

ORDINANCE NO. 1459C-14

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

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

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

Fund #016 LOIT Special Distribution Fund , Ordinance No. 1397A
(Oracle #7016).

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

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

Fund #016 LOIT Special Distribution Fund , Ordinance No. 1397A
(Oracle #7016).

SO ORDAINED THIS 10th DAY OF DECEMBER, 2024.


CHRISTINE CID, President


DAVID HAMM


CHARLIE BROWN


RANDELL C. NIEMEIER


RONALD G. BREWER SR


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending the Ordinance Establishing a Merit System Board for The Lake County Correction Division, Ordinance No. 1322C

Bilski made the motion, seconded by Brewer, to approve on First Reading.

Cid – What is the change?

O'Donnell – We received a request from the attorney for the County Corrections Merit Board. Originally it was ten days after the service of the summons they had to get the transcript; now the new ordinance says within thirty days after the bond that's required by section E in the ordinance is posted, then they'll have to get the transcript. The ten-day limit was difficult for them to comply with. This ordinance was established after the Jensen decree back in 2010, and it's a creature of ordinance, unlike the sheriff's merit board, which is a creature of statute. The statute of the merit board says it's ten days for the sheriff's department. For the corrections board, it would be thirty days under this ordinance.

Cid – What happens thirty days after they place their bond?

O'Donnell – The county is obligated to provide the transcript to the correctional officer that's being disciplined. There's a case right now that triggered this that was a five-day hearing, so to get served with the summons and to be able to generate that transcript in ten days was very expensive because you have to pay expedited fees. So, to alleviate that concern, they wanted to expand it thirty days to get the transcript prepared.

Brown – How many other boards could this impact?

O'Donnell – None that I'm aware of because the sheriffs merit board is by statute and we couldn't amend that one.

Cid – So how does this affect the correction officer?

O'Donnell – It's going to extend the time out for them to get the transcript by an additional twenty days after they post the bond. If you'd like to have the attorney for the board come and explain the concerns that were raised by this case that just went on in the jail, we could do that next month.

Cid – If there's no urgency, maybe we should defer this.

Bilski withdrew his motion to approve on First Reading.

Hamm made the motion, seconded by Brewer, to defer to January 14, 2025. Majority voted yes. Motion to defer to January 14, 2025 carried 7-0.

In the Matter of Planning Commission Ordinance No. 2582 – Eagle Rock Land Company LLC, Owner, Longspur Energy Storage LLC, Petitioner, 11/20/24, A-1 to CDD, Favorable Recommendation, (Vote 9-0)

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

**ORDINANCE #2582
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 20, 2024).

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

ZONE CHANGE from A-1 (Agricultural Zone) to CDD (Conditional Development District) owned by Eagle Rock Land Company LLC and petitioned by Longspur Energy Storage LLC to allow a Battery Energy Storage System on the following described property:

General Location: Located approximately 2/10 of a mile west of Clay Street on the south side of E. 181st Avenue (St. Road 2), a/k/a 4239 E. 181st Avenue in Eagle Creek Township.

Legal Description:

The following description is shown per warranty deed recorded 12/2/2014 as Document Number 2014075999 in the Lake County Indiana Recorder's Office.

The Land referred to herein below is situated in the County of Lake State of Indiana and is described as follows:

The Northeast Quarter of Section 25, Township 33 North Range 8 West of the Second Principal Meridian, in Lake County, Indiana, except the East 30 acres thereof.

Excepting therefrom:

A tract of Land deeded to the State of Indiana on December 3, 2004 as Document Number 2004 101683 and described in said deed as follows:

A part of the Northeast Quarter of Section 25, Township 33 North, Range 8 West, Lake County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT "B", described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 18 minutes 33 seconds East 30.00 feet along the west line of said quarter-section to point #21 on said plat, which point is on the south boundary of S.R. 2 and the point of beginning of this description: thence North 89 degrees 40 minutes 20 seconds East 1,195.00 feet along the boundary of said S.R. 2 to point #38 on said plat; thence South 82 degrees 49 minutes 47 seconds West 251.79 feet to point #37 on said plat; thence South 89 degrees 40 minutes 21 seconds West 300.00 feet to point #36 on said plat; thence South 72 degrees 58 minutes 23 seconds West 52.20 feet to point #35 on said plat; thence North 87 degrees 08 minutes 52 seconds West 450.69 feet to point #34 on said plat; thence South 89 degrees 40 minutes 21 seconds West 100.00 feet to point #33 on said plat; thence North 66 degrees 22 minutes 11 seconds West 49.25 feet to the point of beginning and containing 0.728 acres, more or less.

and also Excepting therefrom:

A tract of Land deeded to the State of Indiana on March 17, 2011 as Document Number 2011 016157 and described in said deed as follows:

A part of the Northeast Quarter of Section 25, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northwest corner of said quarter section and the northwest corner of the grantors' land designated as point "301" on said Parcel Plat; thence South 1 degree 06 minutes 23 seconds East 37.95 feet along the west line of said quarter section and the west line of the grantors' land to the south boundary of State Road 2 and the POINT OF BEGINNING of this description: thence South 66 degrees 32 minutes 41 seconds East 49.64 feet along the boundary of said State Road 2; thence North 89 degrees 41 minutes 43 seconds East 100.00 feet along said boundary; thence South 87 degrees 07 minutes 30 seconds East 152.57 feet along said boundary to the point designated "3043" on said Parcel Plat; thence North 89 degrees 49 minutes 58 seconds West 297.41 feet to the west line of said quarter section and said west line of the grantors' land; thence North 1 degree 06 minutes 23 seconds West 26.02 feet along said west lines to the POINT OF BEGINNING and containing 0.045 acres, more or less.

ALSO, A parcel of land in the Northwest Quarter of Section 25, Township 33 North, Range 8 West, more particularly described as commencing at the Southeast corner of said Northwest Quarter of said Section 25, and running thence North 60 rods, more or less, to the center line of the ditch as now located; thence Southwesterly along the center line of said ditch as now located to the South line of said Northwest Quarter of said Section 25; thence East along said South line 40 Rods, more or less to the point of beginning.

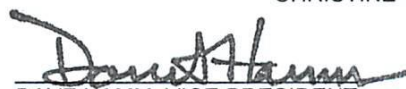
IS HEREBY X APPROVED DENIED REMANDED BY THE COUNTY COUNCIL

OF LAKE COUNTY, INDIANA, THIS 10th DAY OF December , 2024.

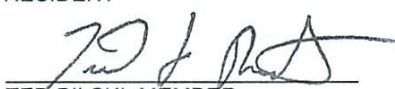
MEMBERS OF THE LAKE COUNTY COUNCIL



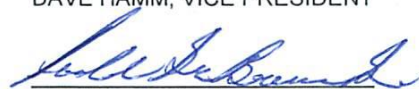
CHRISTINE CID, PRESIDENT



DAVE HAMM, VICE PRESIDENT



TED BILSKI, MEMBER



RONALD BREWER, SR., MEMBER



CHARLIE BROWN, MEMBER



PETE LINDERMULDER, MEMBER



RANDY NIEMEYER, MEMBER

In the Matter of Announcement(s) – Notice of 2025 Monthly Regular Meeting and Study Session Dates

Bilski made the motion, seconded by Lindemulder to approve the schedule as presented. Majority voted yes. Motion to approve schedule as presented carried 7-0.

LAKE COUNTY COUNCIL

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



LAKE COUNTY GOVERNMENT CENTER
CROWN POINT, INDIANA



1ST DISTRICT
DAVID HAMM

★ December 10, 2024

NOTICE

2ND DISTRICT
RONALD G. BREWER, SR.

★ 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 of 2025.

3RD DISTRICT
CHARLIE BROWN

★ The scheduled dates are as follows:

THURSDAY

4TH DISTRICT
PETE LINDEMULDER

★

January	9	July	3
February	6	August	7
March	6	September	4
April	3	October	9
May	8	November	13
June	5	December	4

5TH DISTRICT
CHRISTINE CID

★ The meetings will be held in the Lake County Council’s large conference room, Third Floor, Room 315, Building “A”, Lake County Government Center, 2293 North Main Street, Crown Point, IN 46307.

6TH DISTRICT
TED F. BILSKI

★ Christine Cid
President
Lake County Council

7TH DISTRICT
RANDALL NIEMEYER

★

LAKE COUNTY COUNCIL

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



1ST DISTRICT
DAVID HAMM

★ December 10, 2024

NOTICE

2ND DISTRICT
RONALD G. BREWER, SR.

★ 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 November 18th, which is the third Tuesday) in the year of 2025.

3RD DISTRICT
CHARLIE BROWN

The scheduled dates are as follows:

★

TUESDAY

4TH DISTRICT
PETE LINDEMULDER

January	14	July	8
February	11	August	12
March	11	September	9
April	8	October	14
May	13	November	18
June	10	December	9

★

5TH DISTRICT
CHRISTINE CID

★

The meetings will be held in the Commissioners Courtroom/Council Chambers, Lake County Government Center, 2293 North Main Street, Building "A", Third Floor, Crown Point, IN 46307.

6TH DISTRICT
TED F. BILSKI

★

Christine Cid
President
Lake County Council

7TH DISTRICT
RANDALL NIEMEYER

★

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