



Lake County Council
October 14, 2025
Council - Regular Meeting - 10:00 AM
Agenda

2293 N. Main St.
Crown Point, IN 46307

1. OPENING OF MEETING

Call to Order
Moment of Reflection
Pledge of Allegiance
Roll Call of County Council Members County Council Secretary - Auditor's Office

2. APPROVAL OF MINUTES FROM PRIOR MEETING

September 9, 2025 Regular Meeting

3. AWARDS / RESOLUTIONS

A. Resolution in support of October as Breast Cancer Awareness Month.

4. ACKNOWLEDGMENTS / ANNOUNCEMENTS

- A. Congratulations to Lake County Prosecutor Bernard Carter for being inducted into the East Chicago Athletic Hall of Fame on September 21, 2025.
- B. Congratulations to Lake County Assessor LaTonya Spearman who was named "Assessor of the Year" for Indiana's Northwest District at the conference of the Indiana County Assessors Association.
- C. Congratulations to Lake County Surveyor Bill Emerson Jr. and the Lake County Surveyor's office for receiving the 2025 Excellence in Stormwater Management Award from the Indiana Association for Floodplain and Stormwater Management (INAFSM).

5. DRAINAGE BOARD - 1008 (NIEMEYER, CID & BROWN)

A. <u>Appropriation - Drainage Improvement Fund - 1790</u>	
63160 – Little Cal River Eng.	\$25,000.00
64520 – Little Cal River Construction	\$2,600,065.46

Total: \$2,625,065.46

6. **CALUMET TOWNSHIP ASSESSOR - 2002** (BILSKI, BROWN & NIEMEYER)

A. Transfer - County General Fund - 1001

From: 61110 Official & Administrator	\$20,000.00		
To: 61250 Assessor Certification			\$1,000.00
62110 Office Supplies			\$9,000.00
63190 Other Professional Service			\$6,000.00
63233 Lodging			\$2,000.00
63235 Mileage			\$2,000.00
		Total:	<u>\$20,000.00</u>

7. **CRIMINAL COURTS - 3002** (HAMM, BILSKI & LINDEMULDER)

A. Revised 144 - General Fund - 1001

<u>Effective (10/20/2025)</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-013 Probation Officer	\$45,548.00	\$42,311.00	(\$3,237.00)
12428-014 Probation Officer	\$41,459.00	\$37,311.00	(\$4,148.00)
	Totals: <u>\$87,007.00</u>	<u>\$79,622.00</u>	<u>(\$7,385.00)</u>

8. **COURT ADMINISTRATOR - 3003** (HAMM, BILSKI & LINDEMULDER)

A. Create New Line Item - Jury Fees Fund - 4210

63190 Other Professional Service

B. Transfer - Jury Fees Fund - 4210

From: 63922 Per Diem Petit Juror's	\$3,000.00		
To: 63190 Other Professional Service			\$3,000.00
		Total:	<u>\$3,000.00</u>

9. **L.C. SUPERIOR COURT IV - 4001** (HAMM, LINDEMULDER & CID)

A. Revised 144 - General Fund - 1001

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
15528-003 Probation Officer	\$77,828.00	\$45,548.00	(\$32,280.00)
	Totals: <u>\$77,828.00</u>	<u>\$45,548.00</u>	<u>(\$32,280.00)</u>

10. **LAKE SUP. CT. COUNTY DIV. RM. 1 - 4002** (HAMM, LINDEMULDER & CID)

A. Revised 144 - County General Fund - 1001

	<u>From</u>	<u>Proposed</u>	<u>Difference</u>
15528-002 Probation Officer	\$58,473.00	\$42,311.00	(\$16,162.00)
Totals:	<u>\$58,473.00</u>	<u>\$42,311.00</u>	<u>(\$16,162.00)</u>

11. LAKE SUP. CT. COUNTY DIV. RM. 3 - 4004 (HAMM, LINDEMULDER & CID)

- A. Appropriation - Problem-Solving Sup. Vet. Court Fund - 9446
 - 61190 – Part-Time \$3,150.00
 - 61320 – FICA \$242.00

Total: \$3,392.00
- B. Create New Line Item - LC Superior Court Div. III VTC All Rise Mentor Court Network Fund – 8420
62110 Office Supplies
- C. Transfer – LC Superior Court Div. III VTC All Rise Mentor Court Network Fund – 8420
 - From:** 63234 Travel-Trans/Other \$4.35
 - To:** 62110 Office Supplies \$4.35

Total: \$4.35

12. JUVENILE COURT / C.A.S.A. - 4006 (HAMM, LINDEMULDER & CID)

- A. Grant Applications & Grant Approvals - Grant Oversight Committee
 - 1. Indiana Supreme Court Administration - FY 2026 Lake County CASA Program- Capacity Building Grant - Renewal Application.
 - 2. Indiana Supreme Court Administration - FY 2026 Lake County CASA Program- Matching Grant - Renewal Application.

13. PLANNING COMMISSION - 5004 (LINDEMULDER, NIEMEYER & HAMM)

- A. Planning Commission Ordinances
 - 1. Ordinance No. 2591 - Doug Lottes, Owner, Nathan Vis, Petitioner, 9/17/2025, A-1 to RR, Favorable Recommendation, (Vote 7-0)
 - 2. Ordinance No. 2592 - Mike Schilling, Owner, Mike Skurka, Petitioner, 9/17/2025, A-1 to R-1, Favorable Recommendation, (Vote 7-0)

14. COUNTY HIGHWAY - 7002 (NIEMEYER, BILSKI & BROWN)

- A. Ordinance Petition for Establishment and Posting of Stop Signs
Northbound Burr Street to Stop for 113th Avenue
Southbound Burr Street to Stop for 113th Avenue

15. HIGHWAY FUND - 7003 (NIEMEYER, CID & BROWN)

- A. Resolution
Resolution permitting the Lake County Highway Department to pay outstanding 2024 invoices/debts from the 2025 budget.

16. **SHERIFF - 8001** (CID, BROWN & NIEMEYER)

A. Create New Line Items - Sheriff's Comprehensive Highway Injury Reduction Program Grant Fund - 9275

61100 Overtime
61110 Official & Administrators

B. Appropriation - Sheriff's Comprehensive Highway Injury Reduction Program Grant Fund - 9275

61100 Overtime	\$53,000.00
61110 Official & Administrators	\$7,950.00

Total: \$60,950.00

C. Create New Line Item - Sheriff's FY25 SAFE Narcan and Essentials Bag Grant Fund - 9330
62410 Other Supplies

D. Appropriation - Sheriff's FY25 SAFE Narcan and Essentials Bag Grant Fund - 9330

62410 Other Supplies	\$3,090.00
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Total: \$3,090.00

17. **PROSECUTOR - 9001** (CID, LINDEMULDER & HAMM)

A. Resolution

Resolution to approve transfer of \$3,279.65 from the Lake County Prosecutor's non-reverting R.I.C.O. Fund, Fund No. 4141-9001 to the V.A.W. Stop Grant Fund, Fund No. 9335-9001.

18. **CIMINAL DIV. PUBLIC DEFENDER - 9002** (CID, LINDEMULDER & HAMM)

A. Transfer – County General Fund – 1001

From: 63190 Other Professional Service	\$6,000.00	
To: 62110 Office Supplies		\$6,000.00

Total: \$6,000.00

19. **FAIRGROUNDS - 9201** (NIEMEYER, CID & BILSKI)

A. Transfer – County General Fund – 1001

From: 63630 Maintenance & Service Cont.	\$3,115.00	
To: 61190 Part-Time		\$3,115.00

Total: \$3,115.00

20. **PARKS & RECREATION - 9203** (NIEMEYER, CID & BILSKI)

A. Grant Application & Grant Approval - Grant Oversight Committee
Veterans Memorial Parkway Trail-Phase I Broadway Bridge Engineering - Group I-CMAQ - New Grant Application

21. **COMMISSIONERS/LAKE COUNTY 911 - 9305** (BROWN, CID & NIEMEYER)

A. Transfer – E911 Operating Fund – 1014

From:	61140 Protective Services	\$281,000.00	
	61210 Longevity-Deduction	\$4,000.00	
	61237 Differential Pay	\$18,000.00	
	62110 Office Supplies	\$11,000.00	
	63150 Consultant Fees	\$133,000.00	
To:	61100 Overtime		\$281,000.00
	62230 Clothing		\$11,000.00
	63630 Maintenance & Service Cont.		\$125,000.00
	63995 Other Services & Charges		\$30,000.00
		Total:	<u>\$447,000.00</u>

22. **HVAC - 9312** (BROWN, CID & NIEMEYER)

A. Resolution

Resolution permitting the Lake County Government HVAC Department to pay an outstanding 2024 invoice/debt from the 2025 budget.

23. **HEALTH DEPARTMENT - 9306** (BROWN, CID & NIEMEYER)

A. Ordinance

Ordinance amending the Ordinance establishing the Lake County Health Department fees, Ordinance No. 1336A.

24. **HAMMOND & GARY COURTHOUSES - 9302** (BROWN, CID & NIEMEYER)

A. Appropriation – County General Fund – 1001

	63510 Utilities	\$1,200,000.00	
		Total:	<u>\$1,200,000.00</u>

B.

Transfer – County General Fund – 1001

From:	61180 Service/Maintenance	\$26,000.00	
To:	61190 Part-Time		\$26,000.00
		Total:	<u>\$26,000.00</u>

25. **GOVERNMENT CENTER - 9303** (BROWN, CID & NIEMEYER)

A. Transfer – County General Fund – 1001

From:	61170 Skilled Craft Workers	\$42,000.00	
	61180 Service/Maintenance	\$19,792.00	
To:	61190 Part-Time		\$61,792.00

Total: \$61,792.00

26. LAKE COUNTY COMMISSIONERS - 6002 (CID, BREWER & BROWN)

A. Interlocal Governmental Agreement
Joint Interlocal Cooperation Agreement between the River Forest Community School Corporation and Lake County, Indiana for equipment and improvements for River Forest High School Athletics in Hobart Township, Lake County, Indiana.

B. Resolution
Resolution permitting the Lake County Commissioners to pay outstanding 2024 invoices/debts from the 2025 budget.

C. Appropriation Reduction - County General Fund - 1001
61330 PERF-Deduction (\$1,200,000.00)

Total: (\$1,200,000.00)

D. Transfer - County General Fund - 1001
From: 61160 Office & Clerical \$40,000.00
63958 Public Transportation \$60,000.00
To: 61350 Unemployment Comp.-Deduction \$60,000.00
63220 Postage \$40,000.00

Total: \$100,000.00

27. COUNTY COUNCIL - 6001 (CID, BREWER & BROWN)

A. Ordinance (CID)
Ordinance repealing and rescinding Ordinance No. 1451B adopted on October 13, 2020, The Ordinance establishing The Lake County Council as The Lake County Purchasing Agency pursuant to Indiana Code 36-1-3.5-5(b)(3).

B. Interlocal Governmental Agreement
Joint Interlocal Cooperation Agreement between the Town of New Chicago, Indiana and Lake County, Indiana for the design, remodeling and operation of a municipal facility for the Town of New Chicago to carry out its duties and responsibilities under Indiana law.

C. Citizen Appointments
1. **County Domestic Violence Fatality Review Team**
• County Ordinance 1337A (7/12/2011)
• **The County Council shall appoint (8) eight members to a (2) two year term;** (1) one survivor of domestic violence, (1) one domestic violence direct service provider agency, (1) one representative of law enforcement from the area served by the review team, (1) one Prosecuting Attorney or designee of the Prosecuting Attorney residing in Lake County, (1) one expert in the field of forensic pathology or Coroner/Deputy Coroner, (1) one medical practitioner with expertise in domestic violence, (1) one Judge who hears civil or criminal cases, and (1) one employee of a Child Protective Services Agency.
• **The County Council may appoint (11) eleven additional members;** (1) one member of the clergy, (1) one representative from a Lake County Government Agency, (1) one representative from the Lake County Health Department, (1) one representative from the Lake County Bar Association, (1) one Defense Attorney, **(1) one educator**, (1) one Lake County Probation

Officer, (1) one representative from the business community, (1) one Lake County Animal Control Officer, (1) one Attorney who represents victims of domestic violence, and (1) one provider of a Batter’s Intervention Program.

<u>Current Appointment</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Next Appointment Due</u>
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Educator:

Andrea Graciano	October 10, 2023	2 Years	October 2025
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2. Library Boards

- Indiana Code §§ 36-12-2-9, 36-12-2-18, and 2-14-2.5-6
- (1) One member appointed by the County Council of the county in which the library district is located.
- The Board typically meets on the fourth Thursday of each month at 4:30 p.m. in the Administration Office, located at 1919 W. 8th Avenue in Merrillville, unless otherwise noted.

<u>Current Appointment</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Next Appointment Due</u>
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Lowell:

Daniel Fagen	April 11, 2023	4 Years	October 2025
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PUBLIC COMMENTS:

RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF
OCTOBER AS BREAST CANCER AWARENESS MONTH**

- WHEREAS, breast cancer affects millions of women and men and their families either directly or through someone they know; and
- WHEREAS, currently there are approximately 4 million women in the U.S. with a history of breast cancer who are presently being treated or who finished with their treatment; and
- WHEREAS, about 15% of women with breast cancer have family members who have been diagnosed, and about 85% of breast cancers occur in women with no family history; and
- WHEREAS, in 2025 the American Cancer Society estimates 316,950 women and 2,800 men will be diagnosed with breast cancer and an estimated 42,680 women will die from breast cancer in 2025; and
- WHEREAS, public awareness and education enhance a community's understanding of the need for early detection, as well and understanding of the issues affecting those with breast cancer; and
- WHEREAS, thanks to awareness and advances in research, the five-year survival rate has climbed from 67.5% in 1985, when October was first declared Breast Cancer Awareness Month, to 91.2% today; and
- WHEREAS, the American Cancer Society Making Strides Against Breast Cancer fundraiser is a celebration of courage and hope, a movement uniting communities to end breast cancer as we know it, for everyone and is the nation's largest and most impactful breast cancer fundraiser walk; and
- WHEREAS, on October 12, 2025, Making Strides of Northwest Indiana presented by Hard Rock Casino of Northern Indiana held its fundraiser walk at the Lake County Fairgrounds to raise funds to support breast cancer research, American Cancer Society programs and services; and
- WHEREAS, the Lake County Council continues to support October as Breast Cancer Awareness Month in an effort to increase public awareness and education of breast cancer.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council hereby proclaims the month of October as Breast Cancer Awareness Month and recognizes Making Strides of Northwest Indiana in its efforts to fight breast cancer.

SO RESOLVED THIS 14th day of October, 2025.

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



Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone: (219) 755-3745 • Fax: (219) 755-3750

Bill Emerson, Jr., P.E.
County Surveyor

DATE: September 23, 2025

TO: Honorable Lake County Council

FROM: Bill Emerson, Jr., PE, Lake County Surveyor

RE: October 14, 2025 County Council Meeting

only

The Lake County Surveyor's office respectfully requests to be added to the October Agenda for your consideration and approval of an additional appropriation in the amount of \$2,600,065.46 to Drainage Fund 1790-1008-64520 Little Calumet River Construction and \$25,000.00 to Drainage Fund 1790-1008-63160 Little Calumet River Engineering, to cover drainage projects through the end of 2025, for a total appropriation of **\$2,625,065.46**. This was brought to our attention by Larry Blanchard and is available in our AC473.

Thank you for your consideration in this matter. We will be available at the Study Session on October 9, 2025 to answer any questions.

Sincerely,

Bill Emerson, Jr., PE
Lake County Surveyor
2293 North Main Street
Crown Point, Indiana 46307
(219) 755-3745
emerson@lakecountyin.org

RECEIVED
OCT 23 2025
LAKELAND

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County
 _____ as Follows: FUND NO. _____
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
Total:					\$0.00

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County
 _____ as follows:
Drainage 1008
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. 1790-1008-64520 Little Cal River Const	\$2,600,065.46
2. 1790-1008-63160 Little Cal River Engineering	\$25,000.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
Total: \$2,625,065.46	

dy

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County
 _____ as follows along with evidence of the obligation for which the encumbrance shall be used.
Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Name of Department

[Signature]

Signature & Date

PLEASE NOTE:

1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1790-1008-63160	Drainage Improvement- Drainage Board-Little Calumet River Eng.		103,617.47	0.00	28,618.72	74,998.75	103,617.47	0.00
1790-1008-63165	Drainage Improvement- Drainage Board-Kankakee River Eng.		82,644.75	0.00	31,988.75	50,656.00	82,644.75	0.00
1790-1008-64510	Drainage Improvement- Drainage Board-Other Capital Outlay		396,899.00	0.00	0.00	396,898.52	396,898.52	0.48
1790-1008-64520	Drainage Improvement- Drainage Board-Little Cal. River Construc		1,658,770.09	0.00	727,874.09	37,722.50	765,596.59	893,173.50
1790-1008-64530	Drainage Improvement- Drainage Board-Kankakee River Constructi		1,090,884.50	0.00	523,224.50	223,654.00	746,878.50	344,006.00

Profit and Loss Statement

AC473 Date: 09/23/2025
Time: 11:52
Parameters **Period:** Dec-21 To Sep-25
Fund: 1790
Department: 9999

Fund	Description	Beginning Balance	Total Revenue	Total Expenses	Balance
1790	Drainage Improvement	0.00	44,659,842.87	-37,336,809.21	7,323,033.66
				Total	7,323,033.66

Profit and Loss Statement

AC473 Date: 09/23/2025
 Time: 11:52
 Parameters **Period:** Dec-21 To Sep-25
 Fund: 1790
 Department: 9999

Acct Cat	Description	Revenue	Cost	Profit/Loss
Activity	1790-1008 Drainage Improvement- Drainage Board	Cur USD	Dates: 01/01/95 - 12/31/25	
Fund Contract and Estimated Cost				
41670	Fines and Fees	446423.61	0.00	
42055	Refunds and Reimbursement	291545.35	0.00	
42130	Miscellaneous Revenue	495242.39	0.00	
63160	Little Calumet River Eng.	0.00	-2547812.25	
63165	Kankakee River Eng.	0.00	-1455666.51	
63630	Mainten & Service Cont	0.00	-70456.70	
64510	Other Capital Outlay	0.00	-1289040.94	
64520	Little Cal.River Construction	0.00	-14528474.24	
64530	Kankakee River Construction	0.00	-13222813.00	
65001	Unappropriated funds	0.00	-1015398.35	
Fund Total	1790	1233211.35	-34129661.99	-32896450.64

Activity	1790-9999 Drainage Improvement- LakeCounty	Cur USD	Dates: 01/01/95 - 12/31/25	
Fund Contract and Estimated Cost				
41340	Gross Income Tax Fees	12503711.18	0.00	
41630	Vehicle Excise	2100582.34	0.00	
42070	Financial Institution Tax	127290.57	0.00	
42075	Comm Vehicle Excise Tax	121346.27	0.00	
42130	Miscellaneous Revenue	415274.43	0.00	
42250	Advances & Settlement	24583118.62	0.00	
47000	Cash Transfers	475308.11	0.00	
47008	Temp Loans - Loan From	3100000.00	0.00	
65011	Settlement and Advances	0.00	-34213.34	
68999	Legacy Miscellaneous Expense	0.00	-3100000.00	
69600	Cash Transfers	0.00	-72933.88	
Fund Total	1790	43426631.52	-3207147.22	40219484.30



Jacquelyn Collins
Calumet Township Assessor

September 10, 2025

ok y

Calumet Township Assessor's Office is requesting to be on the October 9, 2025 agenda for
The Lake County Council meeting to transfer the following within our Regular Budget
Account 1001-2002

From: 61110 Official & Administrator	\$ 20,000.00
To: 61250 Assessor Certification	\$ 1,000.00
62110 Office Supplies	\$ 9,000.00
63190 Other Professional Service	\$ 6,000.00
63233 Lodging	\$ 2,000.00
63235 Mileage	\$ 2,000.00

If additional information is needed, please contact our office.

Respectfully,

Lynn Carter

Finance

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Calumet Township Assessor - 2002 as Follows: FUND NO. 1001
Dept. Name & No.

FROM: Line Item No. & Title	Amount	To: Line Item No. & Title	Amount
1. 61110 Official & Administrator	\$20,000	61250 Assessor Certification	\$ 1,000.00
2. _____	_____	62110 Office Supplies	\$ 9,000.00
3. _____	_____	63190 Other Professional Service	\$ 6,000.00
4. _____	_____	63233 Lodging	\$ 2,000.00
5. _____	_____	63235 Mileage	\$ 2,000.00
			Total: \$ 20,000.00

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County as follows:

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Calumet Township Assessor
Name of Department

Jacquelyn Collins
Signature Date

September 10, 2025

- PLEASE NOTE:
- ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
 - ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
 - ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-2002-61110	County General-Calumet Twp. Assessor-Official & Administrators		140,574.00	0.00	0.00	63,492.81	63,492.81	77,081.19 *
1001-2002-61130	County General-Calumet Twp. Assessor-Technicians		713,704.00	0.00	0.00	478,768.30	478,768.30	234,935.70
1001-2002-61160	County General-Calumet Twp. Assessor-Office & Clerical		54,645.00	0.00	0.00	37,710.97	37,710.97	16,934.03
1001-2002-61190	County General-Calumet Twp. Assessor-Part-Time		33,000.00	0.00	0.00	19,964.00	19,964.00	13,036.00
1001-2002-61210	County General-Calumet Twp. Assessor-Longevity \- Deduction		4,240.00	0.00	0.00	0.00	0.00	4,240.00
1001-2002-61250	County General-Calumet Twp. Assessor-Assessor Certification		14,000.00	0.00	0.00	9,000.00	9,000.00	5,000.00
1001-2002-62110	County General-Calumet Twp. Assessor-Office Supplies		8,022.98	0.00	0.00	6,074.51	6,074.51	1,948.47
1001-2002-63190	County General-Calumet Twp. Assessor-Other Professional Service		64,500.00	0.00	10,312.50	37,225.00	47,537.50	16,962.50
1001-2002-63220	County General-Calumet Twp. Assessor-Postage		3,656.80	0.00	876.80	428.80	1,305.60	2,351.20
1001-2002-63231	County General-Calumet Twp. Assessor-Travel \- Registration		5,000.00	0.00	0.00	1,825.00	1,825.00	3,175.00
1001-2002-63232	County General-Calumet Twp. Assessor-Travel \- Meals		1,200.00	0.00	0.00	805.00	805.00	395.00
1001-2002-63233	County General-Calumet Twp. Assessor-Travel \- Lodging		1,800.00	0.00	0.00	1,794.72	1,794.72	5.28

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-2002-63234	County General-Calumet Twp. Assessor-Travel \-Trans/Other		700.00	0.00	0.00	152.00	152.00	548.00
1001-2002-63235	County General-Calumet Twp. Assessor-Travel \-Mileage		1,600.00	0.00	0.00	764.40	764.40	835.60
1001-2002-63240	County General-Calumet Twp. Assessor-Telephone		23,121.35	0.00	280.10	6,771.15	7,051.25	16,070.10
1001-2002-63310	County General-Calumet Twp. Assessor-Printing		2,500.00	0.00	0.00	0.00	0.00	2,500.00
1001-2002-63320	County General-Calumet Twp. Assessor-Advertising		500.00	0.00	0.00	0.00	0.00	500.00
1001-2002-63510	County General-Calumet Twp. Assessor-Utilities		22,200.00	0.00	0.00	13,194.87	13,194.87	9,005.13
1001-2002-63620	County General-Calumet Twp. Assessor-Equipment Repair		4,000.00	0.00	0.00	214.20	214.20	3,785.80
1001-2002-63630	County General-Calumet Twp. Assessor-Mainten & Service Cont		21,833.09	0.00	2,124.00	8,546.07	10,670.07	11,163.02
1001-2002-63730	County General-Calumet Twp. Assessor-Property Rental		65,192.00	0.00	0.00	47,295.00	47,295.00	17,897.00
1001-2002-63910	County General-Calumet Twp. Assessor-Dues & Subscriptions		6,358.00	0.00	0.00	3,099.67	3,099.67	3,258.33
1001-2002-63955	County General-Calumet Twp. Assessor-Official bonds		200.00	0.00	0.00	0.00	0.00	200.00

Detail Expenses

SUPERIOR COURT OF LAKE COUNTY
OFFICE OF THE COURT ADMINISTRATOR

2293 North Main Street
Crown Point, Indiana 46307
219-755-3494
Fax 219-755-3004

Martin Goldman
Court Administrator
Jury Administrator



September 10, 2025

President Cristine Cid
Lake County Council

only

Hon. Julie N. Cantrell
Chief Judge

Dear President Cid:

CIVIL DIVISION
Hon. John M. Sedla
Senior Judge Room 1 Hammond
Hon. Calvin D. Hawkins
Room 2 East Chicago
Hon. Thomas P. Hallett
Room 3 Gary
Hon. Kristina C. Kantar
Room 4 Gary
Hon. Stephen E. Scheele
Room 5 Hammond
Hon. Rehana Adat-Lopez
Room 6 Crown Point
Hon. Bruce D. Parent
Room 7 Crown Point

I am requesting the creation of a Other Professional Services line item (63190) in our 4210 Jury Fees account and the transfer of \$3,000 from the Jury Per Diem line item (63922) into that new line item. This request has been forwarded to my Committee members and this request has no impact on the 1001 County General Fund

This request is to pay for the Language Line foreign language interpreter service that the courts are now required to pay. This was a service previously paid for by the state.

COUNTY DIVISION
Hon. Nicholas J. Schiralli
Room 1 Crown Point
Hon. Sheila M. Moss
Room 2 Crown Point
Hon. Julie N. Cantrell
Senior Judge Room 3 Crown Point
Hon. Aleksandra Dimitrijevic
Room 4 Hammond

This transfer will allow my office to pay for the costs of this service for the Circuit and Superior Courts for the remainder of 2025.

If the line item is created, we would then transfer funds in 2026 to continue paying for this service.

CRIMINAL DIVISION
Hon. Salvador Vasquez
Room 1 Crown Point
Hon. Natalie Bokota
Senior Judge, Room 2 Crown Point
Hon. Gina L. Jones
Room 3 Crown Point
Hon. Samuel L. Cappas
Room 4 Crown Point

Thank you for your attention in this and all other matters,

JUVENILE DIVISION
Hon. Thomas P. Stefaniak, Jr.
Senior Judge Crown Point

Sincerely,

Martin Goldman
Lake County Court Administrator

RECEIVED
LAKE COUNTY JUDICIAL
2025 SEP 10 PM 1:20

☆☆☆☆☆☆

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
4210-3003-61190	Jury Fees-Court Administrator-Part\Time		18,375.00	0.00	0.00	9,416.00	9,416.00	8,959.00
4210-3003-61290	Jury Fees-Court Administrator-Supplemental Pay		40,982.00	0.00	0.00	28,260.19	28,260.19	12,721.81
4210-3003-61320	Jury Fees-Court Administrator-FICA \- Deduction		4,541.00	0.00	0.00	2,844.10	2,844.10	1,696.90
4210-3003-61330	Jury Fees-Court Administrator-PERF \- Deduction		5,819.00	0.00	0.00	4,013.04	4,013.04	1,805.96
4210-3003-63630	Jury Fees-Court Administrator-Mainten & Service Cont		15,025.00	0.00	0.00	291.30	291.30	14,733.70
4210-3003-63922	Jury Fees-Court Administrator-Per Diem Petit juror's		350,000.00	0.00	0.00	0.00	0.00	350,000.00
4210-3003-64410	Jury Fees-Court Administrator-Furniture & Fixtures		5,000.00	0.00	0.00	0.00	0.00	5,000.00
4210-3003-64420	Jury Fees-Court Administrator-Office Machines		5,000.00	0.00	0.00	0.00	0.00	5,000.00

*

Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
4210-3003-61190	Jan-25	01/13/2025	528
4210-3003-61190	Jan-25	01/27/2025	544.5
4210-3003-61190	Feb-25	02/10/2025	561

SUPERIOR COURT OF LAKE COUNTY
OFFICE OF THE COURT ADMINISTRATOR

2293 North Main Street
Crown Point, Indiana 46307
219-755-3494
Fax 219-755-3004

Martin Goldman
Court Administrator
Jury Administrator



September 10, 2025

President Cristine Cid
Lake County Council

only

Hon. Julie N. Cantrell
Chief Judge

Dear President Cid:

CIVIL DIVISION
Hon. John M. Sedla
Senior Judge Room 1 Hammond
Hon. Calvin D. Hawkins
Room 2 East Chicago
Hon. Thomas P. Hallett
Room 3 Gary
Hon. Kristina C. Kantar
Room 4 Gary
Hon. Stephen E. Scheele
Room 5 Hammond
Hon. Rehana Adat-Lopez
Room 6 Crown Point
Hon. Bruce D. Parent
Room 7 Crown Point

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COUNTY DIVISION
Hon. Nicholas J. Schiralli
Room 1 Crown Point
Hon. Sheila M. Moss
Room 2 Crown Point
Hon. Julie N. Cantrell
Senior Judge Room 3 Crown Point
Hon. Aleksandra Dimitrijevic
Room 4 Hammond

This transfer will allow my office to pay for the costs of this service for the Circuit and Superior Courts for the remainder of 2025.

If the line item is created, we would then transfer funds in 2026 to continue paying for this service.

CRIMINAL DIVISION
Hon. Salvador Vasquez
Room 1 Crown Point
Hon. Natalie Bokota
Senior Judge, Room 2 Crown Point
Hon. Gina L. Jones
Room 3 Crown Point
Hon. Samuel L. Cappas
Room 4 Crown Point

Thank you for your attention in this and all other matters,

RECEIVED
LAKE COUNTY JUDICIAL
2025 SEP 10 PM 1:20

Sincerely,

Martin Goldman
Lake County Court Administrator

JUVENILE DIVISION
Hon. Thomas P. Stefaniak, Jr.
Senior Judge Crown Point

☆☆☆☆☆☆

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
4210-3003-61190	Jury Fees-Court Administrator-Part\Time		18,375.00	0.00	0.00	9,416.00	9,416.00	8,959.00
4210-3003-61290	Jury Fees-Court Administrator-Supplemental Pay		40,982.00	0.00	0.00	28,260.19	28,260.19	12,721.81
4210-3003-61320	Jury Fees-Court Administrator-FICA \- Deduction		4,541.00	0.00	0.00	2,844.10	2,844.10	1,696.90
4210-3003-61330	Jury Fees-Court Administrator-PERF \- Deduction		5,819.00	0.00	0.00	4,013.04	4,013.04	1,805.96
4210-3003-63630	Jury Fees-Court Administrator-Mainten & Service Cont		15,025.00	0.00	0.00	291.30	291.30	14,733.70
4210-3003-63922	Jury Fees-Court Administrator-Per Diem Petit juror's		350,000.00	0.00	0.00	0.00	0.00	350,000.00
4210-3003-64410	Jury Fees-Court Administrator-Furniture & Fixtures		5,000.00	0.00	0.00	0.00	0.00	5,000.00
4210-3003-64420	Jury Fees-Court Administrator-Office Machines		5,000.00	0.00	0.00	0.00	0.00	5,000.00



Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
4210-3003-61190	Jan-25	01/13/2025	528
4210-3003-61190	Jan-25	01/27/2025	544.5
4210-3003-61190	Feb-25	02/10/2025	561



THE SUPERIOR COURT OF LAKE COUNTY

COUNTY DIVISION, ROOM FOUR

HONORABLE ALEKSANDRA DIMITRIJEVIC

232 Russell Street . Hammond . Indiana 46320

219.933.2841 LC_division4@lakecountyin.org

Thursday, September 18, 2025

President Christine Cid
Lake County Council
2293 N. Main Street
Crown Point, IN 46307

Dear President Cid and Council Members,

The Superior Court of Lake County, County Division, Room Four respectfully requests to be placed on the October 2025 County Council agenda. We are requesting approval for a salary adjustment for the following position:

		Present	Proposed	Difference
Title:	Probation Officer	\$77,828	\$45,548	(\$32,280)
Job Code:	15528			
Position Code:	003			

This adjustment ensures compliance with state regulations governing probation officer compensation. Should you require any additional information, please do not hesitate to contact our office. Thank you for your attention and consideration.

Sincerely,

Aleksandra Dimitrijevic

LAKE COUNTY CLERK
2025 SEP 18 PM 3:19
RECEIVED

STATEMENT OF SALARIES AND WAGES PROPOSED TO BE PAID OFFICERS AND EMPLOYEES CALENDAR YEAR 2025

Superior Court of Lake County, County Division, Room Four , LAKE County, Indiana
(Name of Office, Department, Board Agency)

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named office, department, board or agency during the calendar year 2025
(Calendar Year)

FULL TIME SALARIED OFFICERS AND EMPLOYEES

okg

<u>Title of Position or Employee Classification</u>	<u>JOB CODE # AND POSITION #</u>	<u>\$ PRESENT</u>	<u>\$ PROPOSED</u>	<u>\$ DIFFERENCE</u>
	15528 003	\$77,828.00	\$45,548.00	(\$32,280.00)
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total(s):		\$77,828.00	\$45,548.00	(\$32,280.00)

PART TIME AND HOURLY RATED EMPLOYEES

<u>Title of Position or Employee Classification</u>	<u>Amount</u>	<u>Rate of Pay*</u>	<u>Hour, day, week, month, etc.</u>
		Per	

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

Submitted by:

Christine Tsirtos

(Signature)

Chief of Staff

(Title)

Date 9/18/2025

NOTES:

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

LC Position Report

Department Name	Position Number	Position Name	Employee Name	Position Budget	Fund	Dept Code	Account
L C Superior Court IV	400115528003	Probation Officer	(Vacant)	77,828.00	1001	4001	61150



**LAKE SUPERIOR COURT
COUNTY DIVISION ROOM 1**

2293 North Main Street
Crown Point, Indiana 46307

NICHOLAS J. SCHIRALLI
Judge

© 1049-M

Phone (219) 755-3570
Fax (219) 755-3006

September 29, 2025

Lake County Council:

ok

Dear Council President Christine Cid,

Michael Zaronias is our new probation officer that has been placed in our vacant probation officer position. Please see the information below that shows the difference in his salary as a first year probation officer:

<u>JOB CODE # AND POSITION #</u>	<u>\$ PRESENT</u>	<u>\$ PROPOSED</u>	<u>\$ DIFFERENCE</u>
<u>Probation Officer Job Code#15528 Position #002</u>	\$ 58,473.00	\$ 42,311.00	\$ (16,162.00)

Sincerely yours,

Nicholas J. Schiralli
Nicholas J. Schiralli, Judge
Lake Superior Court, County Division Room One

NJSmp
Cc: David Hamm, Chairman
Pete Lindemulder, Committee Member

LC Position Report

Department Name	Position Number	Position Name	Position Budget	Fund	Dept Code	Account
Lake Sup Crt-County Div-Rm 1	400215528002	Probation Officer	58,473.00	1001	4002	61150

SUPERIOR COURT OF LAKE COUNTY
COUNTY DIVISION III
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
(219) 755-3601

JULIE N. CANTRELL, JUDGE

September 9, 2025

Lake County Council
2293 North Main Street
Crown Point, Indiana 46307

only

Dear Council:

Please add the following requests for this court to the October 7, 2025 council meeting.

FUND 9446

Attached is a Form 3 to request the following appropriations:

61190 Part-Time \$3,150.00
61320 FICA \$242.00

This is a grant fund that was part of the 2025 budget. Upon a review of the fund it appears there are unappropriated funds that will cover the salary of a part-time employee through the end of 2025. This reduces the need to use the general fund.

Thank you for your consideration. Should you need additional information, please do not hesitate to contact me or Judge Cantrell.

Sincerely Yours,



Jo-Ellen Ormes
Court Administrator

SEP 11 2025 11:11 AM
CLERK OF SUPERIOR COURT
CROWN POINT, INDIANA

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County
Superior Court, Ct Div 3-4004 as Follows: FUND NO. _____
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
Total:					_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County
4004 Lake Superior Court County Div 3 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. <u>9446, 61190 Part-Time</u>	<u>\$3,150.00</u>
2. <u>9446, 61320 FICA</u>	<u>\$242.00</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
Total: <u>\$3,392.00</u>	

ok

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County
 _____ as follows along with evidence of the obligation for which the encumbrance shall be used.
Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Lake Superior Court, County Div 3
Name of Department

[Signature] 9/10/25
Signature & Date

PLEASE NOTE:

1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
9446-4004-61190	Problem-Solving Sup.Vet. - Lake Sup Crtl-County Div R-Part-Time		8,700.00	0.00	0.00	8,115.00	8,115.00	585.00
9446-4004-61320	Problem-Solving Sup.Vet. - Lake Sup Crtl-County Div R-FICA - Deduction		666.00	0.00	0.00	620.80	620.80	45.20

Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
9446-4004-61190	Jan-25	01/13/2025	450
9446-4004-61190	Jan-25	01/27/2025	450
9446-4004-61190	Feb-25	02/10/2025	450
9446-4004-61190	Feb-25	02/24/2025	450
9446-4004-61190	Mar-25	03/10/2025	450
9446-4004-61190	Mar-25	03/24/2025	450
9446-4004-61190	Apr-25	04/07/2025	450
9446-4004-61190	Apr-25	04/21/2025	450
9446-4004-61190	May-25	05/05/2025	450
9446-4004-61190	May-25	05/19/2025	450
9446-4004-61190	Jun-25	06/02/2025	450
9446-4004-61190	Jun-25	06/16/2025	450
9446-4004-61190	Jun-25	06/30/2025	465
9446-4004-61190	Jul-25	07/14/2025	450
9446-4004-61190	Jul-25	07/28/2025	450
9446-4004-61190	Aug-25	08/11/2025	450
9446-4004-61190	Aug-25	08/25/2025	450
9446-4004-61190	Sep-25	09/08/2025	450

Profit and Loss Statement

AC473 Date: 09/15/2025
Time: 03:28
Parameters Period: Dec-21 To Sep-25
Fund: 9446
Department: 9999

Fund	Description	Beginning Balance	Total Revenue	Total Expenses	Balance
9446	Problem-Solving Sup.Vet. Court	0.00	27,692.00	-23,109.23	4,582.77
				Total	4,582.77

**SUPERIOR COURT OF LAKE COUNTY
COUNTY DIVISION III
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
(219) 755-3601**

JULIE N. CANTRELL, JUDGE

September 25, 2025

Lake County Council
2293 North Main Street
Crown Point, Indiana 46307

OKY

Dear Council:

Please add the following requests for this court to the October ¹⁴7, 2025 council meeting.

FUND 8420

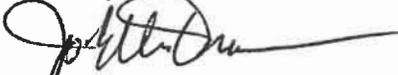
Create the following line item:

62110 Office Supplies

Please transfer \$4.35 from 63234 Travel/Trans to 62110 Office Supplies

Thank you for your consideration. Should you need additional information, please do not hesitate to contact me or Judge Cantrell.

Sincerely Yours,



Jo-Ellen Ormes
Court Administrator

RECEIVED BY 1

2025 SEP 25 11:13

RECEIVED

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Superior Court, Ct Div 3-4004 as Follows: FUND NO. 8420
Dept. Name & No.

dy

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	8420, 63234 Travel/Trans	\$4.35	8420, 62110 Office Supplies	CNL	\$4.35
2.					
3.					
4.					
5.					
Total:					\$4.35

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

4004 Lake Superior Court County Div 3 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
Total: _____	

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used. Copy to the Lake County council.

Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Lake Superior Court, County Div 3
Name of Department

William. Owen
Signature Date

PLEASE NOTE:

1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
8420-4004-63233	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Lodging		600.00	0.00	0.00	0.00	0.00	600.00
8420-4004-63234	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Trans/Other		200.00	0.00	0.00	0.00	0.00	200.00
8420-4004-63235	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Mileage		200.00	0.00	0.00	0.00	0.00	200.00

**SUPERIOR COURT OF LAKE COUNTY
COUNTY DIVISION III
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
(219) 755-3601**

JULIE N. CANTRELL, JUDGE

September 25, 2025

Lake County Council
2293 North Main Street
Crown Point, Indiana 46307

OKY

Dear Council:

Please add the following requests for this court to the October ¹⁴ 7, 2025 council meeting.

FUND 8420

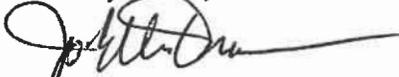
Create the following line item:

62110 Office Supplies

Please transfer \$4.35 from 63234 Travel/Trans to 62110 Office Supplies

Thank you for your consideration. Should you need additional information, please do not hesitate to contact me or Judge Cantrell.

Sincerely Yours,



Jo-Ellen Ormes
Court Administrator

SEP 25 2025

SEP 25 2025

SEP 25 2025

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
8420-4004-63233	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Lodging		600.00	0.00	0.00	0.00	0.00	600.00
8420-4004-63234	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Trans/Other		200.00	0.00	0.00	0.00	0.00	200.00
8420-4004-63235	LC Superior Court Div III-Lake Sup Crtl-County Div R-Travel \- Mileage		200.00	0.00	0.00	0.00	0.00	200.00



September 29, 2025

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

Re: Request to Apply for Grants

Dear Council Members,

The Lake County Juvenile Center CASA Department (4006) respectfully requests to be added to the October 14th Agenda. We are asking for approval to apply for renewal of our Capacity Building Grant and Matching Grant.

Thank you for your consideration.

Sincerely,

Christopher Anderson
CASA Director
Lake Superior Court - Juvenile

Request to Apply for a Grant

IMPORTANT: This form MUST be provided to the Grant Oversight Committee PRIOR to submitting a Grant Application.

To: Council Grant Oversight Committee

From: Christopher Anderson, CASA Director **Department:** Juvenile Division - CASA

Email: chrand@lakecountyin.org

Phone: 219-660-6900

Date: 09/29/25

Grant Project Name: Lake County CASA Program - Capacity Building Grant

Grant Application Deadline Date: 10/17/25 (mm/dd/yy)

Grant Application is for (check one): New Grant Renewal of Existing Grant-funded Program

If Grant Application is for Renewal of an existing grant, please check responses below:

Is the grant-funded program included in the Department's approved budget? Yes No
 Does the renewal increase County/Department matching funds or responsibilities? Yes No
 Does the grant giving agency require the County Council to approve the application? Yes No

For ALL Grant Applications, please provide responses requested below:

Grant Program Name: 2026 CASA Capacity Building Grant

Grant-Giving Agency/Department: Indiana Supreme Court Administration

Does the grant application also include Grant Agreement acceptance provisions? Yes No

Will the grant-funded project require local cost-share or matching funds? Yes No

If yes, what percentage cost-share or match is required? %

Is this grant program funded by the Federal Government? Yes No

If yes, provide the following:

Federal Department/Agency providing grant funds:

Briefly describe how the grant funds will be used

This grant will fund salaries, volunteer-related recruitment and activities, monthly In-services, and supports the daily functions of CASA business

Grant Project Budget Details (enter amounts in chart below; do not write, "See attached")

Budget Categories	Grant Request	Matching Resources, if required		Total
		Cash	In-Kind/Donated	
Salaries & Wages				
Employee Benefits				
Travel/Mileage				
Supplies				
Equipment				
Construction				
Other				
TOTAL	\$55,202.00	.00	.00	\$55,202.00

Grant Payment Method: Reimbursement Advance Other

County Fund Number(s) for Match or Start-up/Seed money:

Est. Project Start Date: 01/01/26

Est. Project End Date: 12/31/26

REQUIRED ATTACHMENTS: Grant Guidance/RFP and draft Grant Application

-Rev. 10/17



September 29, 2025

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

Re: Request to Apply for Grants

Dear Council Members,

The Lake County Juvenile Center CASA Department (4006) respectfully requests to be added to the October 14th Agenda. We are asking for approval to apply for renewal of our Capacity Building Grant and Matching Grant. The amount requested for each grant is the awarded amount offered by the Indiana Supreme Court Administration.

Thank you for your consideration.

Sincerely,

Christopher Anderson
CASA Director
Lake Superior Court - Juvenile

Request to Apply for a Grant

IMPORTANT: This form MUST be provided to the Grant Oversight Committee PRIOR to submitting a Grant Application.

To: Council Grant Oversight Committee

From: Christopher Anderson, CASA Director **Department:** Juvenile Division - CASA Program

Email: chrand@lakecountyin.org

Phone: 219-660-6900

Date: 09/29/25

Grant Project Name: Lake County CASA Program - Matching Grant

Grant Application Deadline Date: 10/17/25 (mm/dd/yy)

Grant Application is for (check one): New Grant Renewal of Existing Grant-funded Program

If Grant Application is for Renewal of an existing grant, please check responses below:

Is the grant-funded program included in the Department's approved budget? Yes No
 Does the renewal increase County/Department matching funds or responsibilities? Yes No
 Does the grant giving agency require the County Council to approve the application? Yes No

For ALL Grant Applications, please provide responses requested below:

Grant Program Name: 2026 CASA Matching Grant

Grant-Giving Agency/Department: Indiana Supreme Court Administration

Does the grant application also include Grant Agreement acceptance provisions? Yes No

Will the grant-funded project require local cost-share or matching funds? Yes No
If yes, what percentage cost-share or match is required? %

Is this grant program funded by the Federal Government? Yes No

If yes, provide the following:

Federal Department/Agency providing grant funds:

Briefly describe how the grant funds will be used

The grant funds will partially finance CASA staff salaries along with benefits. The grant award is determined by a statutory formula based on the number of children served in Lake County. This grant requires a dollar-for dollar match and due to the County providing additional funding CASA is able to meet the demands of services by the Lake County Juvenile Courts.

Grant Project Budget Details (enter amounts in chart below; do not write, "See attached")

Budget Categories	Grant Request	Matching Resources, if required		Total
		Cash	In-Kind/Donated	
Salaries & Wages				
Employee Benefits				
Travel/Mileage				
Supplies				
Equipment				
Construction				
Other				
TOTAL	\$128,749.00	\$128,749.00 + additional	.00	\$257,498.00

Grant Payment Method: Reimbursement Advance Other

County Fund Number(s) for Match or Start-up/Seed money: Fund 1001

Est. Project Start Date: 01/01/26

Est. Project End Date: 12/31/26

REQUIRED ATTACHMENTS: Grant Guidance/RFP and draft Grant Application

-Rev. 10/17

PLAN COMMISSION ORDINANCES

ORD #	PETITIONER	PLAN COMM DATE	PLAN COMM ACTION	REQUEST	LOCATION	PLAN COMMISSION CONDITIONS	COUNCIL FINAL ACTION	DEDICATION & BOND REQUIREMENTS
2591	Doug Lottes, Owner and Nathan Vis, Petitioner (Vote 7-0)	09/17/25	Favorable Recommendation	A-1 to RR	Located approximately 8/10 of a mile south of W. 133rd Avenue on the west side of Chase Street in Center Township.			
2592	Mike Schilling, Owner and Mike Skurka, Petitioner (Vote 7-0)	09/17/25	Favorable Recommendation	A-1 to R-1	Located approximately 1/2 mile west of Calumet Street on the north side of W. 109th Avenue, a/k/a 15104 W. 109th Avenue in Hanover Township.			

ORDINANCE #2591
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 September 17, 2025).

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

ZONE CHANGE from A-1 (Agricultural Zone) to RR (Rural Residential) owned by Doug Lottes and petitioned by Nathan Vis to allow for a proposed residential subdivision on the following described property:

General Location: Located approximately 8/10 of a mile south of W. 133rd Avenue on the west side of Chase Street in Center Township.

Legal Description:

The North Four Hundred Forty (440) feet of the East Thirty (30) Acres of the Southeast Quarter of the Southeast Quarter of Section Thirty (30), Township Thirty-Four (34), Range Eight (8) West of the Second Principal Meridian, in Lake County, Indiana, containing ten (10) acres more or less. EXCEPTING THEREFROM THE FOLLOWING: Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 34 North, Range 8 West of the Second Principal Meridian and more particularly described as follows: beginning at a railroad spike found at the Northeast corner of said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 06 minutes 33 seconds West (bearings are based on the East line of "Ramsgate", a subdivision, recorded in Plat Book 70, page 12, at the Lake County Recorder's Office in Lake County, Indiana) along the East line of said Section 30, a distance of 200.00 feet to a set P.K, nail; thence North 89 degrees 26 minutes 45 seconds West, parallel with the North line of said Southeast Quarter of the Southeast Quarter, a distance of 40.00 feet to a 3/4 inch iron pipe set; thence continuing North 89 degrees 29 minutes 45 seconds West, a distance of 536.25 feet to a 3/4 inch found iron rod; thence North 00 degrees 06 minutes 33 seconds East parallel with said East line of section 30, a distance of 200.00 feet to a 3/4 inch iron pipe set thence South 89 degrees 26 minutes 45 seconds East with the North line of said Southeast Quarter of the Southeast quarter and the South line of said "Ramsgate" a subdivision, a distance of, 536.25 feet to a 3/4 inch found iron rod; thence continuing South 89 degrees 26 minutes 45 Seconds East, a distance of 40.00 feet to the place of beginning, in Lake County, Indiana.

IS HEREBY _____ BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS _____ DAY OF _____, 2025.

MEMBERS OF THE LAKE COUNTY COUNCIL

CHRISTINE CID, PRESIDENT

RONALD BREWER, SR., VICE PRESIDENT

TED BILSKI, MEMBER

DAVE HAMM, MEMBER

CHARLIE BROWN, MEMBER

PETE LINDERMULDER, MEMBER

RANDY NIEMEYER, MEMBER

STAFF REPORT

To: Lake County Plan Commission

Prepared by: Kenneth Wolfrum

Case number: 25-ZC-07

Date: September 17, 2025

Parcel number: 45-16-30-476-002.000-041

GENERAL INFORMATION:

Owner: Doug Lottes

Petitioner: Nathan Vis (Vis Law)

Request: Zone Change

Purpose: To allow a zone change from A-1 (Agricultural) to RR (Rural Residential) to allow for a proposed residential subdivision

Location: Located approximately 8/10 of a mile south of 113rd avenue on the west side of Chase Street aka 13910 Chase ST, Crown Point

Size: 7.41 Acres

Existing Zoning and Land Use: A-1 (Agricultural)

Surrounding Zoning and Land Use:
North: R-1 (Single-Family Residential)
South: A-1 (Agricultural)
East: A-1 (Agricultural)
West: A-1 (Agricultural)

Comprehensive Plan: Agricultural

AGENCY COMMENTS:

Health: No objections
Highway: No objections
Surveyor: No objections

BACKGROUND INFORMATION:

The subject property is currently zoned A-1, and the owners/petitioners are seeking approval to re-zone the property for Rural Residential zoning to build a single-family residence.

ANALYSIS:

Compliance with Comprehensive Plan:

Comprehensive plan states targeted land use is agricultural.

Compatibility with neighborhood:

Surrounding properties are primarily agricultural with residential properties immediately to its north

Environmentally Sensitive Areas:

None.

Traffic implications:

An additional driveway leading to Chase Street.

Access and street design:

Access to Chase Street to the property's East

Stormwater management / Infrastructure Fees: N/A

DEFICIENCIES AND DISCREPANCIES: N/A

ATTACHMENTS: N/A

FINDINGS OF FACT

1. The comprehensive plan – findings or reasons as to whether the request for the stated zone change meets the intent of the comprehensive plan.

The stated zone change will meet the intent of the comprehensive plan. The intention of the current Lake County plan is to retain the agricultural/rural landscape of this area. Rezoning this parcel from agricultural to rural residential will not defeat but will rather continue the intended purpose of the slow development of this area. This zone change will also keep the 7.35 acres together, in one continuous piece.

2. Current conditions and the character of current structures and uses in each district – findings or reasons as to whether the request for the stated zone change is consistent with the current conditions and the character of current structures and uses in each district.

The proposed zone change is consistent with the current conditions and character of the area. As one stands on Chase Street and conducts a 360 degree view, looking towards Crown Point, there is residential development, via R-1, and in all other directions there is rural residential development. Amending this 7.35 acres to rural residential, will enable this area to preserve its rural residential character.

3. The most desirable use for which the land in each district is adapted – findings or reasons as to whether the request is consistent with the most desirable use for the land.

The property consists of one-half farm ground, and one-half forest. By transitioning this to a rural residential lot, which requires a minimum of 4.5 acres, this will ensure that this lot continues to remain one parcel solely, and cannot be subdivided or developed further.

4. The conservation of property values throughout the jurisdiction – findings or reasons as to whether the request is consistent with the conservation of property values throughout the jurisdiction.

The property values throughout the area will be conserved with the development of the land as rural residential. Within a half mile radius, there are a significant number of comparably placed properties, which can be viewed in a rural residential character. Allowing this property to be improved with a new home, will only enhance property values.

5. Responsible growth and development – findings or reasons regarding whether the request represents responsible growth and development under the law.

The preservation of the 7.35 acres as rural residential and as one parcel in whole, will continue to reflect responsible growth and development of the area and preserve the rural residential character of the area.

ZARKO SEKEREZ & ASSOCIATES

ENGINEERS & SURVEYORS
13 NORTH COUNTY STREET
CROWN POINT, INDIANA

PHONE (812)788-6012
FAX (317)643-7232

#020599

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

36 APR - 1 AM 11:17

MADE BY: ZARKO SEKEREZ
RECORDED BY: [Signature]

BOOK 003 PAGE 77

PLAT OF SURVEY

0:189

ORDER NO. 487
ADDRESS: 13099 Chase Street, Crown Point, IN
CHUCKS 1896 Letters

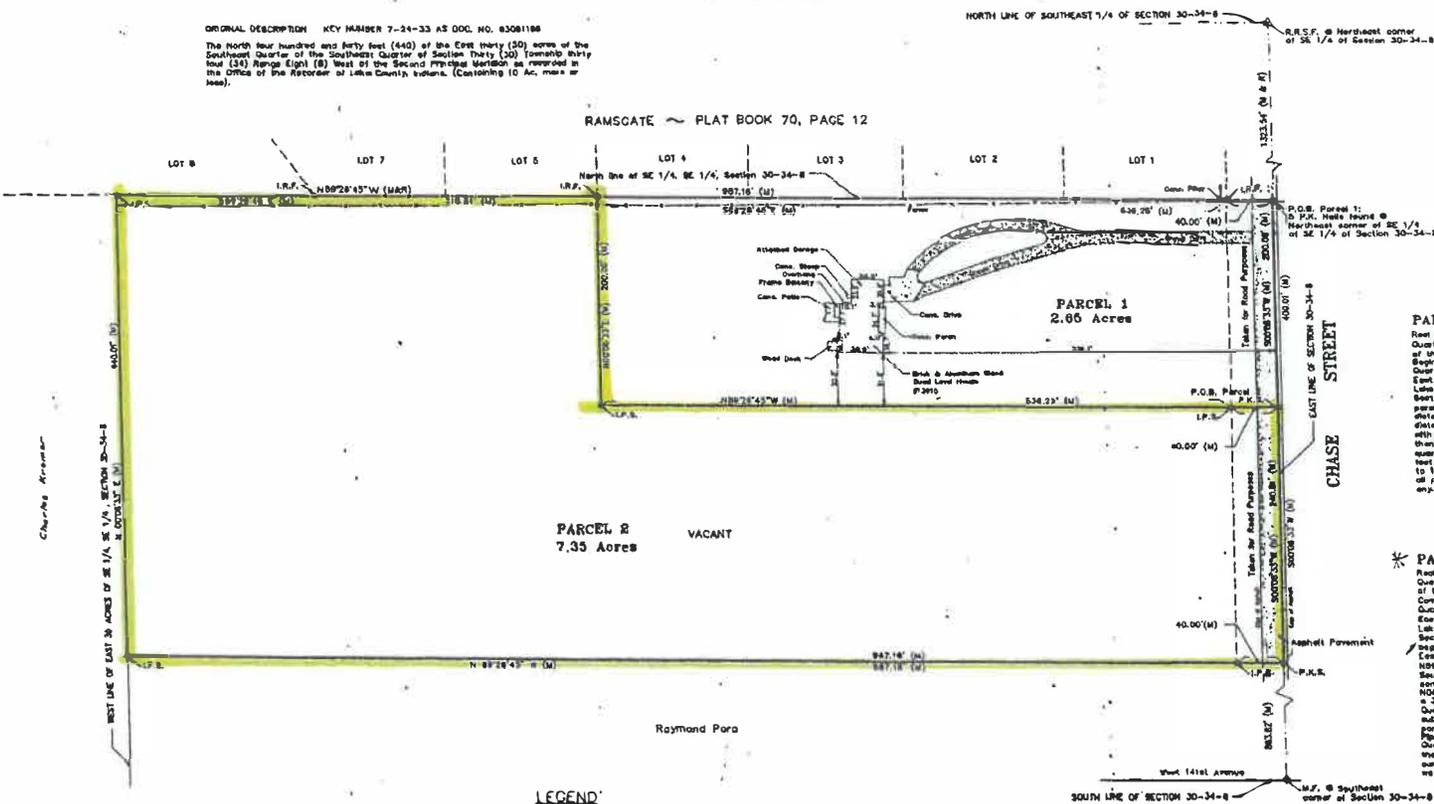
1809 Sub. Ch. # 12013

FILED

APR 01 2018
KEY - 7-24-33
SANDOROUGH
AUDITOR LAKE COUNTY

ORIGINAL DESCRIPTION KEY NUMBER 7-24-33 AS DOC. NO. 83081188
The North four hundred and forty feet (440) of the East thirty (30) some of the Southeast Quarter of the Southeast Quarter of Section Thirty (30) Township thirty four (34) Range Eight (8) East of the Second Principal Meridian as recorded in the Office of the Recorder of Lake County, Indiana. (Containing 10 AC. more or less).

RAMSGATE ~ PLAT BOOK 70, PAGE 12



PARCEL 1
Real Estate in Lake County, in the state of Indiana, to wit: Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 34 North, Range 8 West of the Second Principal Meridian and more particularly described as follows: Beginning at a P. K. Nail found at the Northeast corner of said Southeast Quarter of the Southeast Quarter thence S00°08'33"W (bearing not based on the Lake County Recorder's office) a distance of 200.00 feet to a P. K. Nail set thence S89°28'45"E a distance of 336.25 feet to a 3/4" Iron Pipe set; thence S00°08'33"W parallel with the North line of said Southeast Quarter of the Southeast Quarter a distance of 40.00 feet to a 3/4" Iron Pipe set; thence S89°28'45"E with the North line of said Southeast Quarter of the Southeast Quarter and the South line of said "Ramsgate" a distance of 336.25 feet to a 3/4" Iron Pipe set; thence S89°28'45"E a distance of 40.00 feet to the place of beginning containing 2.86 acres more or less, and being subject to the public road right of way, easements and restrictions of record or implied if any.

PARCEL 2
Real Estate in Lake County, in the state of Indiana, to wit: Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 34 North, Range 8 West of the Second Principal Meridian and more particularly described as follows: Commencing at a P. K. Nail found at the Northeast corner of said Southeast Quarter of the Southeast Quarter thence S00°08'33"W (bearing not based on the Lake County Recorder's office, Lake County, Indiana) with the East line of said Section 30, a distance of 200.00 feet to a P. K. Nail set being the place of beginning of the land herein described thence continues S00°08'33"W with said East line of Section 30, a distance of 200.00 feet to a P. K. Nail set thence S89°28'45"E parallel with the North line of said Southeast Quarter of the Southeast Quarter, a distance of 40.00 feet to a 3/4" Iron Pipe set; thence S89°28'45"E with the North line of said Southeast Quarter of the Southeast Quarter and the South line of said "Ramsgate" a distance of 410.91 feet to a 3/4" Iron Pipe set; thence S00°08'33"W parallel with said East line of Section 30, a distance of 200.00 feet to a 3/4" Iron Pipe set; thence S89°28'45"E parallel with said North line of said Southeast Quarter of the Southeast Quarter, a distance of 336.25 feet to a 3/4" Iron Pipe set; thence S89°28'45"E a distance of 40.00 feet to the place of beginning containing 7.35 acres more or less, and being subject to all public road right of way, easements and restrictions of record or implied if any.

LEGEND

- P.K.S. = P.K. NAIL SET
- I.P.S. = IRON PIPE SET
- (M) = MEASURED OR CALCULATED FROM A MEASURED DISTANCE
- (R) = RECORD OR CALCULATED FROM RECORD
- P.O.B. = POINT OF BEGINNING
- ==== = PROPERTY LINE
- - - = RIGHT OF WAY
- M.F. = MONUMENT FOUND & RECORDED AT COUNTY SURVEYOR'S OFFICE
- I.R.F. = IRON ROD FOUND
- R.R.S.F. = RAILROAD SPIKE FOUND

SURVEYOR'S REPORT

In accordance with Title 864, Article 11, Chapter 13 Section 1 through 36 of the Indiana Administrative Code, the following observations and opinions are submitted regarding errors established on this survey to wit: Upon field verification measurements we were able to establish the corners of this lot were correct, with a better corner monuments found and subdivision monuments found on street corners. The procedure used to perform this survey is believed to be as accurate as can be made. The horizontal uncertainty for all corners described above was found to be plus or minus 0.5 feet as permitted in accordance with class C standards adopted by the Indiana Society of Professional Land Surveyors.

Book of Bearings the East line of Section 30-34-8 being S00°08'33"W as shown on Plat of "RAMSGATE" a subdivision

The original field measurements on this plat were provided by the client and may be compared with the plat for this survey. The following information should be noted: The bearings and distances shown on this plat were measured and computed by the surveyor, a true line of distance was run from the point of beginning to the point of closure.

SCALE: 1" = 40'
DATE: APR 1 2018
BOOK: 003 PAGE 77
ORDERED BY: [Signature]

To: Colonial Banker Group, Realtors

I, the undersigned an Indiana Registered Land Surveyor, hereby certify to the above named party that on the date shown a survey of the real estate described herein was made and that to the best of my knowledge and belief this plat represents the facts found at said time.

[Signature]
Professional Land Surveyor 12234

No other persons should be concerned by this plat. Counterparty should verify and compare all points before beginning any construction and of once report any discrepancies to the surveyor. Surveyor should be contacted for construction layout of any improvements.

**ORDINANCE #2592
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 September 17, 2025).

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

ZONE CHANGE from A-1 (Agricultural Zone) to R-1 (One-Family Zone) owned by Mike Schilling and petitioned by Mike Skurka to allow for a proposed residential subdivision on the following described property:

General Location: Located approximately ½ mile west of Calumet Street on the north side of W. 109th Avenue, a/k/a 15104 W. 109th Avenue in Hanover Township.

LEGAL DESCRIPTION (PER DOC. 2021-541474):

THE EAST ½ OF THE SOUTH 1,485.00 FEET OF THE EAST 293.33 FEET OF THE WEST 403.33 FEET OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

IS HEREBY _____ BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS _____ DAY OF _____, 2025.

MEMBERS OF THE LAKE COUNTY COUNCIL

CHRISTINE CID, PRESIDENT

RONALD BREWER, SR., VICE PRESIDENT

TED BILSKI, MEMBER

DAVE HAMM, MEMBER

CHARLIE BROWN, MEMBER

PETE LINDERMULDER, MEMBER

RANDY NIEMEYER, MEMBER

STAFF REPORT

To: Lake County Plan Commission

Prepared by: Kenneth Wolfrum

Case number: 25-ZC-08

Date: September 17, 2025

Parcel number: 45-11-30-226-002.000-032

GENERAL INFORMATION:

Owner:	Mike Schilling
Petitioner:	Mike Skurka
Request:	Zone Change
Purpose:	To allow a zone change from A-1 (Agricultural) to R-1 (One-Family Residential)
Location:	Located approximately ½ mile west of Calumet Street on the north side of 109 th aka 15104 W 109 th Avenue aka 8540 Christopher Drive in St. John Township.
Size:	5.00 Acres
Existing Zoning and Land Use:	A-1 (Agricultural)
Surrounding Zoning and Land Use:	North: Incorporated Residential South: R-3 (Residential) East: R-3 (Residential) West: R-3 (Residential)
Comprehensive Plan:	Residential

AGENCY COMMENTS:

Health: No objections
Highway: No objections
Surveyor: No objections

BACKGROUND INFORMATION:

The subject property is currently zoned A-1, and the owners/petitioners are seeking approval to re-zone the property for R-1 Residential zoning to build a single-family residence.

ANALYSIS:

Compliance with Comprehensive Plan: Comprehensive plan states targeted land use is residential

Compatibility with neighborhood: Surrounding properties are primarily residential.

Environmentally Sensitive Areas: None.

Traffic implications: An additional driveway leading to Chase Street.

Access and street design: N/A

Stormwater management / Infrastructure Fees: N/A

DEFICIENCIES AND DISCREPANCIES: N/A

ATTACHMENTS: N/A

Findings of Fact

Zone Change

In preparing and considering proposals under the 600 series, the plan commission and the legislative body shall pay reasonable regard to the following five items. Determining findings for the following criteria is required as part of the process. It is a requirement that each petitioner address the following items in order to apply for a change of the Zone Map.

- (1) The comprehensive plan - findings or reasons as to whether the request for the stated zone change meets/does not meet the intent of the comprehensive plan;

RE-ZONING THIS PARCEL FROM A-1 TO R-1
IS CONSISTANT WITH THE NEIGATORSING
PROPERTIES

_____ ; and,

- (2) Current conditions and the character of current structures and uses in each district – findings or reasons as to whether the request for the stated zone change is is not consistent with the current conditions and the character of current structures and uses in each district; and,

THIS IS A VACANT 5 ACRE PARCEL CONSITANT
WITH NEIGHBORING PROPERTIES THAT HAVE
BEEN BUILT ON

_____ ;

- (3) The most desirable use for which the land in each district is adapted - findings or reasons as to whether the request is is not consistent with the most desirable use for the land;

THIS IS A VACANT 5 ACRE PARCEL CONSITANT
WITH NEIGHBORING PROPERTIES THAT ARE
SIMILAR IN SIZE

_____ ; and,

- (4) The conservation of property values throughout the jurisdiction; findings or reasons as to whether the request is is not consistent with the conservation of property values throughout the jurisdiction;

CONSTRUCTION OF A NEW HOME WILL HELP
MAINTAIN PROPERTY VALUES IN THIS
AREA

_____ ; and,

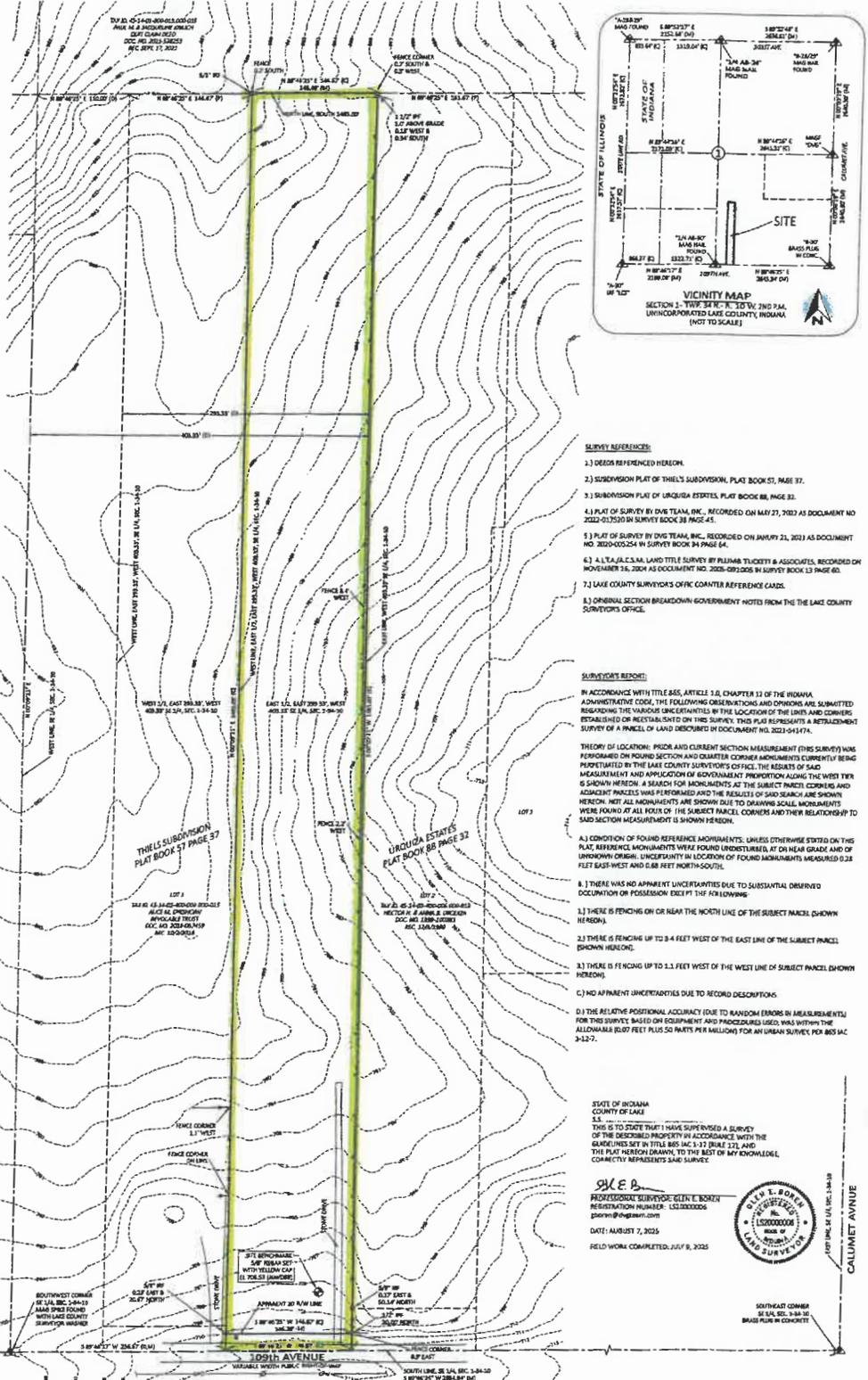
- (5) Responsible growth and development – findings or reasons regarding whether the request does does not represent responsible growth and development;

RE-ZONING THIS PARCEL DOES REPRESENT
RESPONSIBLE GROWTH IN THIS AREA, THE
PROPERTY WILL ONLY HAVE ONE HOME ON
5 ACRES – CONSISTANT WITH THE NEIGHBORHOOD

PLAT OF SURVEY

PARCEL DESCRIPTION (PER DOC. 2021-041474)
 THE EAST 1/2 OF THE SOUTH 1/4 AND FEET OF THE EAST 200.33 FEET OF THE WEST 400.33 FEET OF
 THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL
 MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL INFORMATION: PARCEL AREA:
 TAX ID NO. 45-14-01-400-004-200-013 0.6055 217,802 SQ. FT. 5.00 ACRES
 OWNER: MICHAEL D. SCHWENK
 WARRANTY DEED
 DOC. NO. 2022-041474
 REC. DECEMBER 9, 2022



- NOTES:**
- 1) DEEDS AS SPECIFICALLY REFERRED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - a) EASEMENTS, OTHER THAN THE POSSIBILITY OF EASEMENTS WHICH WERE VISUAL BY PHYSICAL EVIDENCE AT THE TIME OF THIS SURVEY OR SHOWN BY DOCUMENT PROVIDED AND RECORDED PLAT.
 - b) BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, OTHER THAN THAT SHOWN ON THE RECORD PLAT.
 - c) OWNERSHIP OR TITLE.
 - 2) THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, IF ANY, OF ITEMS THAT WOULD REQUIRE AN INSPECTION BY THE SURVEYOR, I.E. COMPLIANCE WITH ALL ZONING REQUIREMENTS, EXISTENCE OF ITEMS BEYOND THE QUALIFICATION OF SURVEYOR (I.E. WETLANDS, HAZARDOUS MATERIAL) AND ITEMS NOT READILY VISIBLE DURING A REASONABLE INSPECTION OF SITE (POST EXISTENCES, LANDLORDS, AND MINERAL RIGHTS).
 - 3) PARCELS IDENTIFIED BY TITLE DESCRIPTION OR RECORD REFERENCES AS PER 805 IAC 1-3-13-13.1(1) ARE OBTAINED FROM COUNTY AUDITOR'S OFFICE AND OR RECORDER'S OFFICE AND ARE NOT GUARANTEED. THE INFORMATION MAY OR MAY NOT REPRESENT THE MOST CURRENT DEED OF RECORD OR THE MOST CURRENT STATUS OR TITLE FOR THIS PARCEL.
 - 4) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE DATA CONCERNING LOCATION OF UNDERGROUND UTILITIES AND/OR SIZE, DEPTH, CONDITION, CAPACITY OF ANY UTILITIES LOCATED WITHIN THE PARCEL SURVEYED OR DENYING THE PARCEL, OTHER THAN WHAT INFORMATION THAT MAY BE SHOWN. ONLY SUBSTANTIAL ABOVE GROUND VISIBLE UTILITIES WERE LOCATED AND SHOWN. BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS OR PROBINGS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
 - 5) LIMITED TOPOGRAPHIC MEASUREMENTS WERE PERFORMED ON THE GROUND. THIS SURVEY'S ADDITIONAL TOPOGRAPHIC INFORMATION HAS BEEN OBTAINED THROUGH PUBLICLY AVAILABLE INDIANA MAP FRAMEWORK 2023 DATA (www.indiana.gov). ALL ELEVATIONS ARE REFERENCED TO A SURVEYOR'S BENCH STATION NETWORK KNOWN AS BENCH WHICH IS MAINTAINED BY THE INDIANA DEPARTMENT OF TRANSPORTATION USING THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 - 6) FLOOD ZONE DESIGNATION: THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS PLAT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE FLOOD INSURANCE RATE MAP (FIRM). THE SUBJECT PARCEL DESCRIBED IN THE PARCEL DESCRIPTION SHOWN HEREON APPEARS TO BE WITHIN THE FLOOD HAZARD ZONE "2" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN. AN ADOPTED SUBJECT PARCEL PLAT IS SCALE ON FLOOD INSURANCE RATE MAP. SOURCE: FIRM FOR UNINCORPORATED LAKE COUNTY COMMUNITY NUMBER 30020A, MAP EFFECTIVE DATE: JANUARY 18, 2022.
 - 7) BARS OF BARNWOOD ASSUMED 1.814625" W ON THE SOUTH LINE OF THE SE 1/4, SEC. 1-34-10.

- SURVEY REFERENCES:**
- 1) DEEDS REFERENCED HEREON.
 - 2) SUBDIVISION PLAT OF THEE'S SUBDIVISION, PLAT BOOK 37, PAGE 37.
 - 3) SUBDIVISION PLAT OF LURCIDA ESTATES, PLAT BOOK 86, PAGE 32.
 - 4) PLAT OF SURVEY BY DVE TEAM, INC., RECORDED ON MAY 27, 2022 AS DOCUMENT NO. 2022-012520 IN SURVEY BOOK 38 PAGE 45.
 - 5) PLAT OF SURVEY BY DVE TEAM, INC., RECORDED ON JANUARY 21, 2023 AS DOCUMENT NO. 2023-004004 IN SURVEY BOOK 38 PAGE 45.
 - 6) 4 L.T.A.C.S.A. LAND TITLE SURVEY BY PALMA THORNTON & ASSOCIATES, RECORDED ON NOVEMBER 16, 2004 AS DOCUMENT NO. 2004-093205 IN SURVEY BOOK 13 PAGE 40.
 - 7) LAKE COUNTY SURVEYORS' OFFICE CORNER REFERENCE CAEDS.
 - 8) ORIGINAL SECTION BREAKDOWN GOVERNMENT NOTES FROM THE LAKE COUNTY SURVEYORS' OFFICE.

SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 3.0, CHAPTER 33 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATION OF THE BENCH CORNERS ESTABLISHED OR REESTABLISHED ON THIS SURVEY. THIS PLAT REPRESENTS A RETAILMENT SURVEY OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2022-041474.

- THEORY OF LOCATION:** PRIOR AND CURRENT SECTION MEASUREMENT (THIS SURVEY) WAS PERFORMED ON ROUND SECTION AND QUARTER CORNER MONUMENTS CURRENTLY BEING PERMITTED BY THE LAKE COUNTY SURVEYORS' OFFICE. THE RESULTS OF SAID MEASUREMENT AND APPLICATION OF GOVERNMENTAL PROTECTION ALONG THE WEST TIER IS SHOWN HEREON. A SEARCH FOR MONUMENTS AT THE SUBJECT PARCEL CORNERS AND ADJACENT PARCELS WAS PERFORMED AND THE RESULTS OF SAID SEARCH ARE SHOWN HEREON. NOT ALL MONUMENTS ARE SHOWN DUE TO DRAWING SCALE. MONUMENTS WERE FOUND AT ALL FOUR (4) OF THE SUBJECT PARCEL CORNERS AND THEIR RELATIONSHIP TO SAID SECTION MEASUREMENT IS SHOWN HEREON.
- 1) CONDITION OF FOUND REFERENCE MONUMENTS: UNLESS OTHERWISE NOTED ON THIS PLAT, REFERENCE MONUMENTS WERE FOUND UNDISTURBED, AT OR NEAR GRADE AND OF SUFFICIENT ORIGIN. UNCERTAINTY IN LOCATION OF FOUND MONUMENTS MEASURED 0.28 FEET EAST WEST AND 0.48 FEET NORTH-SOUTH.
 - 2) THERE WAS NO APPARENT UNCERTAINTIES DUE TO SUBSTANTIAL OBSCURED OCCUPATION OR POSSESSION EXCEPT FOR THE FOLLOWING:
 - 1) THERE IS FENCING ON OR NEAR THE NORTH LINE OF THE SUBJECT PARCEL (SHOWN HEREON).
 - 2) THERE IS FENCING UP TO 3-4 FEET WEST OF THE EAST LINE OF THE SUBJECT PARCEL (SHOWN HEREON).
 - 3) THERE IS FENCING UP TO 1.5 FEET WEST OF THE WEST LINE OF SUBJECT PARCEL (SHOWN HEREON).
 - 3) NO APPARENT UNCERTAINTIES DUE TO RECORD DESCRIPTIONS.
 - 4) THE RELATIVE POSITIONAL ACCURACY DUE TO RANDOM ERRORS IN MEASUREMENTS FOR THIS SURVEY BASED ON EQUIPMENT AND PROCEDURES USED, WAS WITHIN THE ALLOWABLE (0.07 FEET PLUS 0.50 PARTS PER MILLION) FOR AN URBAN SURVEY PER 805 IAC 4-2-2.

LEGEND

- UTILITY POLE
- COMMUNICATION BOX
- SUBJECT BOUNDARY LINE
- ADJACENT PARCEL LINE
- SECTION LINE
- OVERHEAD UTILITIES
- FENCE LINE
- P: DIMENSION SHOWN ON RECORD DEED
- C: DIMENSION CALCULATED BASED ON RECORD DEEDS AND FIELD MEASUREMENTS
- IF: IRON ROD FOUND
- WF: WOOD POLE FOUND
- LS: LAKE COUNTY SURVEYORS' OFFICE
- ASPHALT AREA

STATE OF INDIANA
 COUNTY OF LAKE
 S.S. _____
 I, _____, LICENSED SURVEYOR, HAVE SUPERVISED A SURVEY OF THE DESCRIBED PROPERTY IN ACCORDANCE WITH THE GUIDELINES SET IN TITLE 865 IAC 1-37 (RULE 12), AND THE PLAT HEREON DRAWN, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEY.

SIKE & B
 PROFESSIONAL SURVEYOR: ELYN E. BOWEN
 REGISTRATION NUMBER: LS3200006
 ebowen@sikeandb.com
 DATE: AUGUST 7, 2025
 FIELD WORK COMPLETED: JULY 9, 2025

STATE OF INDIANA
 COUNTY OF LAKE
 I, _____, LICENSED SURVEYOR, HAVE SUPERVISED A SURVEY OF THE DESCRIBED PROPERTY IN ACCORDANCE WITH THE GUIDELINES SET IN TITLE 865 IAC 1-37 (RULE 12), AND THE PLAT HEREON DRAWN, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEY.

DATE	FILE NO.
8/07/25	
DRAWN BY	DATE
GAH	8/07/25
SECTION	CORNERS
1-34-10	LAKE, IN
PROJECT NO.	
25-0549	

MIKE SKURKA

PLAT OF SURVEY
 15104 109th AVENUE (APPROXIMATE)
 DYER, INDIANA
 PART OF SE 1/4, SEC. 1-34-10

DATE:	REVISIONS AND NOTES:

DVC TEAM, Inc.
 1155 Trounwa Road
 Crown Point, IN 46037
 P: (219) 662-7210
 F: (219) 662-2740
 www.dvcteam.com





Lake County Highway Department

Duane A. Alverson, P.E.
Engineer

1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497

Email: alverda@lakecountyin.org



October 14, 2025

Lake County Council
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

Attn: Christine Cid, President

RE: Stop Sign Ordinance Petition, Three Way Stop North and South Bound Burr Street to Stop 113th Avenue. **Recommended to DENY Stop Signs and NOT INSTALL Stop Signs**

Honorable County Council

Please find attached Ordinance Petition, along with supporting documentation, **Not to install Stop Signs at the following intersection :North and Southbound Burr Street to Stop for 113th Avenue. Executed by the Lake County board of Commissioners on August 20, 2025**

The Lake County Board of Commissioners recommends not to install Stop Signs based on a study by the Lake County Highway Department in accordance with the Indiana Manual on Uniform Traffic Control Devices, and concluded the guidelines are **NOT** met for the installation of **Stop signs for North and Southbound Burr to Stop for 113th Avenue.** The Ordinance petition finding of fact has been reviewed and signed by the Lake County Sheriff, and Lake County Board of Commissioner.

The Lake County Highway Department and Lake County Sherriff has reviewed the Ordinance Petition and recommends the Ordinance Petition be approved, **NOT to install** stop signs at the above-mentioned locations.

If the County Council finds the Ordinance Petition to be acceptable, please sign two copies of the Petition were indicated, and send one copy back to Lake County Highway for our files.

Respectfully Submitted,

Duane Alverson, Engineer

DAA/suz-ks

- cc: Ron Gregory, Superintendent
- John Garza, Assistant Superintendent
- Peggy Sierzputowski



STOP FORM

ORDINANCE PETITION

FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HAVE BEEN

REQUESTING THE ESTABLISHMENT OF STOP SIGN(S) AT THE FOLLOWING DESCRIBED INTERSECTION(S)

THREE-WAY STOP

North and South bound Burr Street TO STOP FOR 113th Avenue

TO STOP FOR _____

TO STOP FOR _____

FINDING OF FACT:

- 1) AN ENGINEERING STUDY WAS PERFORMED BY THE LAKE COUNTY HIGHWAY DEPARTMENT UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3. THE STUDY WAS COMPLETED ON July 15, 2025 AND HAS DETERMINED THAT THE STOP SIGN(S) ~~(ARE)~~ (ARE NOT) WARRANTED AT THE ABOVE DESCRIBED LOCATION(S) IN UNINCORPORATED LAKE COUNTY, INDIANA.
- 2) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES ~~(ARE)~~ (ARE NOT) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION(S). SEE ATTACHED ENGINEERING STUDY.

THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS RECOMMEND THE ORDINANCE ~~PETITION BE APPROVED~~ () DENIED (X)

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE

Dean M. [Signature]

 LAKE COUNTY SHERIFF DATE 08-13-2025

THIS _____ DAY OF 8/20/2025 2025

[Signature]

 LAKE COUNTY COMMISSIONER, DISTRICT 1

[Signature]

 LAKE COUNTY HIGHWAY SUPERINTENDENT DATE 8/13/25

[Signature]

 LAKE COUNTY COMMISSIONER, DISTRICT 2

[Signature]

 LAKE COUNTY HIGHWAY ENGINEER DATE 8-13-2025

Michael Repay

 LAKE COUNTY COMMISSIONER, DISTRICT 3

NOW, THEREFORE, LET IT BE ORDAINED THAT BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS THE PETITION TO ESTABLISH AND POST (A) STOP SIGN(S) AT THE ABOVE DESCRIBED LOCATION(S) IS APPROVED () DENIED ()

SO ORDAINED THIS _____ DAY OF _____ 200 _____

LAKE COUNTY COUNCIL MEMBER, DISTRICT 1

LAKE COUNTY COUNCIL MEMBER, DISTRICT 2

LAKE COUNTY COUNCIL MEMBER, DISTRICT 3

LAKE COUNTY COUNCIL MEMBER, DISTRICT 4

LAKE COUNTY COUNCIL MEMBER, DISTRICT 5

LAKE COUNTY COUNCIL MEMBER, DISTRICT 6

LAKE COUNTY COUNCIL MEMBER, DISTRICT 7



Lake County Highway Department

Duane A. Alverson, P.E.
Engineer

1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497
Email: alverda@lakecountyin.org

August 20, 2025

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

ATTN: Michael C. Repay, President

RE: Stop Sign Ordinance Petition
Three-Way Stop; North and South bound Burr Street to stop for 113th Avenue
Recommend to **DENY** Stop Signs, and **NOT install** Stop Signs

Honorable Commissioners:

Please find attached Ordinance Petition, along with supporting documentation, **Not to install** Stop Signs at the following intersection:

Northbound Burr Street	to Stop for	113 th Avenue
Southbound Burr Street	to Stop for	113 th Avenue

The Lake County Highway Department has conducted a study in accordance with the Indiana Manual on Uniform Traffic Control Devices, and concluded the guidelines are **NOT** met for the installation of Stop signs for the North and South bound Burr Street to Stop for 113th Avenue. The Ordinance petition finding of fact has been reviewed and signed by the Lake County Sheriff, the Lake County Highway Superintendent, and the Lake County Highway Engineer.

The Lake County Highway Department and the Lake County Sherriff have reviewed the Ordinance Petition and recommends the Ordinance Petition be **DENIED**, and to **NOT install** stop signs at the above-mentioned locations.

If the Board of Commissioners finds the Ordinance Petition to be acceptable, please sign two copies of the Petition were indicated, and send one copy back to Lake County Highway for our files.

Respectfully Submitted,

Duane Alverson, Engineer

cc: Ron Gregory, Superintendent
John Garza, Assistant Superintendent
Peggy Sierzputowski, Assistant Engineer





Lake County Highway Department

Duane A. Alverson, P.E.
Engineer

1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497
Email: alverda@lakecountyin.org

INTER-OFFICE MEMORANDUM

DATE: July 15, 2025

TO: Ron Gregory, Superintendent

FROM: Duane Alverson, Engineer

RE: Request for 3-Way Stop – North and South bound Burr Street to Stop for 113th Ave.

Burr Street is the through street with west bound 113th Ave stopping for Burr Street.

Per the 2011 Indiana Manual on Uniform Traffic Control Devices (MUTCD) the following criteria for multi-way stop control intersections should be met:

Section 2B.07 Multi-Way Stop Applications

Support:

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;



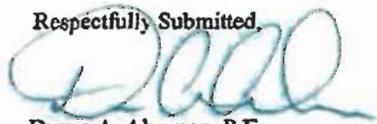
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

The intersection of Burr St and 113th Ave does not meet the minimum guidelines/warrants for a multi-way stop control intersection for north and south bound Burr Street to Stop for 113th Ave in accordance with the accident history outlined in Section 2B.13 nor the minimum traffic volumes outlined in Section 2B.16 above.

Currently this intersection does not warrant a 3-way stop control intersection in accordance with the criteria above from the 2011 IMUTCD, and as such I do not recommend the installation of Stop signs for north and south bound Burr Street to Stop for 113th Ave.

If you have any questions, please contact me.

Respectfully Submitted,



Duane A. Alverson, P.E.
Engineer

AWSC Warrant Criteria

MUTCD: No

MUTCD

Met? Criteria

No A. Is a signal justified? No

No B. # of crashes in a 12 month period that can be corrected by multi-way stop control: 3

No C. Minimum Volumes

1. Major road approach volume (total of both) at least 300 vph for min 8 hours?
2. Combined ped, bike, and veh volume on minor approach (total of both) at least 200 units per hour for the same 8 hours as criteria C-1?
3. If the 85th percentile speed on the major road exceeds 40 mph, may use 70% of the values in C-1 and C-2

Major Street 85th percentile mph: 48

Time Period	From	To	Major Road: Both App.	Minor Road: Both App. (VPH)	C-1 (70%)	C-2 (70%)	Both Met?	D (80%)		Both Met?
1	6:00	7:00	225	58	Yes	No	No	No	No	No
2	7:00	8:00	400	100	Yes	No	No	Yes	No	No
3	8:00	9:00	313	59	Yes	No	No	Yes	No	No
4	9:00	10:00	244	72	Yes	No	No	Yes	No	No
5	10:00	11:00	256	60	Yes	No	No	Yes	No	No
6	11:00	12:00	219	87	Yes	No	No	No	No	No
7	12:00	13:00	195	71	No	No	No	No	No	No
8	13:00	14:00	212	66	Yes	No	No	No	No	No
9	14:00	15:00	245	78	Yes	No	No	Yes	No	No
10	15:00	16:00	351	144	Yes	Yes	Yes	Yes	No	No
11	16:00	17:00	331	186	Yes	Yes	Yes	Yes	Yes	Yes
12	17:00	18:00	292	138	Yes	No	No	Yes	No	No
13	18:00	19:00	264	85	Yes	No	No	Yes	No	No
14	19:00	20:00	185	59	No	No	No	No	No	No
15	20:00	21:00	108	61	No	No	No	No	No	No
16	21:00	22:00	75	26	No	No	No	No	No	No

No D. Use when previous criteria have not been met:
If 80% minimum values of Criteria B, C-1, and C-2 (C-3 excluded) are satisfied, warrant is met.

STOP FORM

ORDINANCE PETITION

FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HAVE BEEN

REQUESTING THE ESTABLISHMENT OF STOP SIGN(S) AT THE FOLLOWING DESCRIBED INTERSECTION(S)

THREE-WAY STOP

North and South bound Burr Street TO STOP FOR 113th Avenue

TO STOP FOR _____

TO STOP FOR _____

FINDING OF FACT:

- 1) AN ENGINEERING STUDY WAS PERFORMED BY THE LAKE COUNTY HIGHWAY DEPARTMENT UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3. THE STUDY WAS COMPLETED ON July 15, 2025 AND HAS DETERMINED THAT THE STOP SIGN(S) ~~(ARE)~~ (ARE NOT) WARRANTED AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.
- 2) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES ~~(ARE)~~ (ARE NOT) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION(S). SEE ATTACHED ENGINEERING STUDY.

THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS RECOMMEND THE ORDINANCE ~~PETITION BE APPROVED~~ () DENIED

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE

Isaac ... 08-13-2025

LAKE COUNTY SHERIFF DATE

THIS 8/20/2025 DAY OF _____ 2025

...
LAKE COUNTY COMMISSIONER, DISTRICT 1

... 8/13/25
LAKE COUNTY HIGHWAY SUPERINTENDENT DATE

...
LAKE COUNTY COMMISSIONER, DISTRICT 2

... 8-13-2025
LAKE COUNTY HIGHWAY ENGINEER DATE

Michael Repay
LAKE COUNTY COMMISSIONER, DISTRICT 3

NOW, THEREFORE, LET IT BE ORDAINED THAT BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS THE PETITION TO ESTABLISH AND POST (A) STOP SIGN(S) AT THE ABOVE DESCRIBED LOCATION(S) IS APPROVED () DENIED ()

SO ORDAINED THIS _____ DAY OF _____ 200 _____

LAKE COUNTY COUNCIL MEMBER, DISTRICT 1

LAKE COUNTY COUNCIL MEMBER, DISTRICT 2

LAKE COUNTY COUNCIL MEMBER, DISTRICT 3

LAKE COUNTY COUNCIL MEMBER, DISTRICT 4

LAKE COUNTY COUNCIL MEMBER, DISTRICT 5

LAKE COUNTY COUNCIL MEMBER, DISTRICT 6

LAKE COUNTY COUNCIL MEMBER, DISTRICT 7



Lake County Highway Department

Duane A. Alverson, P.E.
Engineer

1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497
Email: alverda@lakecountyin.org

INTER-OFFICE MEMORANDUM

DATE: July 15, 2025

TO: Ron Gregory, Superintendent

FROM: Duane Alverson, Engineer

RE: Request for 3-Way Stop – North and South bound Burr Street to Stop for 113th Ave.

Burr Street is the through street with west bound 113th Ave stopping for Burr Street.

Per the 2011 Indiana Manual on Uniform Traffic Control Devices (IMUTCD) the following criteria for multi-way stop control intersections should be met:

Section 2B.07 Multi-Way Stop Applications

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Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

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Guidance:

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- C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
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 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;



- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

The intersection of Burr St and 113th Ave does not meet the minimum guidelines/warrants for a multi-way stop control intersection for north and south bound Burr Street to Stop for 113th Ave in accordance with the accident history outlined in Section 2B.13 nor the minimum traffic volumes outlined in Section 2B.16 above.

Currently this intersection does not warrant a 3-way stop control intersection in accordance with the criteria above from the 2011 IMUTCD, and as such I do not recommend the installation of Stop signs for north and south bound Burr Street to Stop for 113th Ave.

If you have any questions, please contact me.

Respectfully Submitted,



Duane A. Alverson, P.E.
Engineer



Lake County Highway Department

Duane A. Alverson, P.E.
Engineer

1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497
Email: alverda@lakecountyin.org

August 20, 2025

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

ATTN: Michael C. Repay, President

RE: Stop Sign Ordinance Petition
Three-Way Stop; North and South bound Burr Street to stop for 113th Avenue
Recommend to **DENY** Stop Signs, and **NOT install** Stop Signs

Honorable Commissioners:

Please find attached Ordinance Petition, along with supporting documentation, **Not to install** Stop Signs at the following intersection:

Northbound Burr Street	to Stop for	113 th Avenue
Southbound Burr Street	to Stop for	113 th Avenue

The Lake County Highway Department has conducted a study in accordance with the Indiana Manual on Uniform Traffic Control Devices, and concluded the guidelines are **NOT** met for the installation of Stop signs for the North and South bound Burr Street to Stop for 113th Avenue. The Ordinance petition finding of fact has been reviewed and signed by the Lake County Sheriff, the Lake County Highway Superintendent, and the Lake County Highway Engineer.

The Lake County Highway Department and the Lake County Sherriff have reviewed the Ordinance Petition and recommends the Ordinance Petition be **DENIED**, and to **NOT install** stop signs at the above-mentioned locations.

If the Board of Commissioners finds the Ordinance Petition to be acceptable, please sign two copies of the Petition were indicated, and send one copy back to Lake County Highway for our files.

Respectfully Submitted,

Duane Alverson, Engineer

cc: Ron Gregory, Superintendent
John Garza, Assistant Superintendent
Peggy Sierzputowski, Assistant Engineer



AWSC Warrant Criteria

MUTCD: No

MUTCD

Met? Criteria

No A. Is a signal justified? No

No B. # of crashes in a 12 month period that can be corrected by multi-way stop control: 3

No C. Minimum Volumes

1. Major road approach volume (total of both) at least 300 vph for min 8 hours?
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Major Street 85th percentile mph: 48

Time Period	From	To	Major Road: Both App.	Minor Road: Both App. (VPH)	C-1 (70%)	C-2 (70%)	Both Met?	D (80%)		Both Met?
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4	9:00	10:00	244	72	Yes	No	No	Yes	No	No
5	10:00	11:00	256	60	Yes	No	No	Yes	No	No
6	11:00	12:00	219	87	Yes	No	No	No	No	No
7	12:00	13:00	195	71	No	No	No	No	No	No
8	13:00	14:00	212	66	Yes	No	No	No	No	No
9	14:00	15:00	245	78	Yes	No	No	Yes	No	No
10	15:00	16:00	351	144	Yes	Yes	Yes	Yes	No	No
11	16:00	17:00	331	186	Yes	Yes	Yes	Yes	Yes	Yes
12	17:00	18:00	292	138	Yes	No	No	Yes	No	No
13	18:00	19:00	264	85	Yes	No	No	Yes	No	No
14	19:00	20:00	185	59	No	No	No	No	No	No
15	20:00	21:00	108	61	No	No	No	No	No	No
16	21:00	22:00	75	26	No	No	No	No	No	No

No D. Use when previous criteria have not been met:
If 80% minimum values of Criteria B, C-1, and C-2 (C-3 excluded) are satisfied, warrant is met.

RESOLUTION NO. _____

**RESOLUTION PERMITTING THE LAKE COUNTY
HIGHWAY DEPARTMENT TO PAY
OUTSTANDING 2024 INVOICES/DEBTS FROM THE 2025 BUDGET**

WHEREAS, the Lake County Highway Department is currently operating in the 2025 Budget;
and

WHEREAS, the following invoices/debts incurred in the Budget year of 2024, have not been
paid:

<u>1102-7003-64500</u>	<u>Construction & Reconstruction</u>
Milestone Contractors North, LLC	\$4,849.56
Milestone Contractors North, LLC	<u>255.24</u>
	\$5,104.80; and

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2024 expenses shall be paid from the
Lake County Highway Department's 2025 Budget:

<u>1102-7003-64500</u>	<u>Construction & Reconstruction</u>
Milestone Contractors North, LLC	\$4,849.56
Milestone Contractors North, LLC	<u>255.24</u>
	\$5,104.80.

SO RESOLVED THIS 14th day of October, 2025.

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



Lake County Highway Department

Ron Gregory
Superintendent



1100 E. Monitor Street
Crown Point, Indiana 46307
Phone: 219-663-0525
Fax: 219-662-0497
Email: gregorx@lakecountyin.gov

Lake County Council
Christine Cid, President
2293 N. Main Street
Crown Point, Indiana 46307

September 25, 2025

Dear Madame President,

Re: Request to pay 2024 bill from 2025 revenue

The Lake County Highway Department respectfully requests that the Lake County Council add, to the October 2025, County Council meeting agenda, a request to allow the payment of Milestone invoices from 2024 from the 2025 Highway Department budget.

Milestone performed bridge deck repairs and paving in 2024, the final payment invoices were delayed and recently submitted. We are asking to pay the following invoices:

238209-001 \$4,849.56 for paving 169th street bridge deck

238209-RET \$255.24 for release of retainage

Total payment \$5,104.80

The above bills will be paid from the 2025 appropriation in 1102-7003-64500.
Copies of the invoices are attached.

If you have any questions, please feel free to contact me at 663-0525.
Thank you in advance for your consideration in this matter.

Respectfully submitted,

Ron Gregory, Superintendent

- Cc: Randy Niemeyer, Committee Chairman
- Charlie Brown Committee Member
- Ted Bielski Committee Member
- Larry Blanchard, Finance Consultant
- Scott Schmall, Finance





Progress Billing Invoice

Remit To: Milestone Contractors North, LLC
1700 E. Main Street
Griffith IN 46319

To: LAKE COUNTY COMMUNITY DEV.
2293 NORTH MAIN ST.
CROWN POINT, IN 46307

Customer Ref:

Invoice #: 238209-RET

Date: 12/13/2024

Project: 2024 LAKE CO BRIDGE DECK

Our Contract No. 238209-

Payment Terms NET 15

From:

To:

Customer No: 31717

For Billing Inquiries, Please Call:

Anita . Chapman 219-924-5900:

Amount

Bill Number: 5

Project: 2024 LAKE CO BRIDGE DECK

ORIGINAL CONTRACT	450,500.00
CHANGE ORDERS	0.00
CURRENT CONTRACT	450,500.00

CURRENT

BILLING THIS ESTIMATE	255.24
LESS RETAINAGE WITHHELD	0.00
ADD RETAINAGE RELEASED	0.00
DUE THIS ESTIMATE	255.24

VALUE OF WORK TO DATE	137,538.80
LESS RETAINAGE WITHHELD	255.24
TOTAL	137,538.80
LESS PREVIOUS INVOICE	137,283.56
SUB TOTAL DUE THIS ESTIMATE	255.24

Please Pay From This Invoice
No Statement Issued



OSCAR MARTINEZ
LAKE COUNTY SHERIFF
LAKE COUNTY, INDIANA

September 16, 2025

Lake County Council
Attn: Christine Cid, President
2293 N. Main Street
Crown Point, IN 46307

Re: Request for Additional Appropriation-CHIRP Grant Funds

Dear Council President Cid,

ok

This letter serves as our official request to be placed on the October 2025 Council agenda to request to Create New Line items (CNL), and additional appropriations within fund #9275, for the Sheriff's Comprehensive Highway Injury Reduction Program (CHIRP) Grant, Non-Reverting Fund in the amount of \$60,950.00 to be used for officer overtime in the following areas: Driving Under the Influence Task Force (DUI TF), Click It to Live IT (CITLI), Stop Arm Violation Enforcement (SAVE), Pedestrian/Bicycle Safety (PedBike).

If you have any questions regarding this request, I will meet with our Council Committee Members prior to the October 2025 meeting to discuss this matter.

Thank you for your consideration.

Sincerely,

Sheriff Oscar Martinez, Jr.
Lake County Sheriff

LAKE COUNTY SHERIFF'S OFFICE
RECEIVED
SEP 16 2025

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Lake County Sheriff Department as Follows: FUND NO. 9275
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

Lake County Sheriff Dept. ~~Tanya Curtis~~ 8001 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. <u>9275 - 61100 Overtime</u> <i>CNL</i>	\$ <u>53,000.00</u>
2. <u>9275 - 61110 Official & Administrators</u> ↓	\$ <u>7,950.00</u>
3.	_____
4.	_____
5.	_____
6.	_____

Total: \$ 60,950.00

only

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ as follows along with evidence of the obligation for which the encumbrance shall be used.
Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1.	_____
2.	_____
3.	_____

Lake County Sheriff Department
Name of Department

Jason McIntyre *9.17.25* September 15, 20
Signature & Date

PLEASE NOTE:

- 1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS



OSCAR MARTINEZ
LAKE COUNTY SHERIFF

LAKE COUNTY, INDIANA

September 16, 2025

Lake County Council
Attn: Christine Cid, President
2293 N. Main Street
Crown Point, IN 46307

Re: Request for Additional Appropriation-CHIRP Grant Funds

Dear Council President Cid,

ok

This letter serves as our official request to be placed on the October 2025 Council agenda to request to Create New Line items (CNL), and additional appropriations within fund #9275, for the Sheriff's Comprehensive Highway Injury Reduction Program (CHIRP) Grant, Non-Reverting Fund in the amount of \$60,950.00 to be used for officer overtime in the following areas: Driving Under the Influence Task Force (DUI TF), Click It to Live IT (CITLI), Stop Arm Violation Enforcement (SAVE), Pedestrian/Bicycle Safety (PedBike).

If you have any questions regarding this request, I will meet with our Council Committee Members prior to the October 2025 meeting to discuss this matter.

Thank you for your consideration.

Sincerely,

Sheriff Oscar Martinez, Jr.
Lake County Sheriff

SEP 16 2025 10:13 AM
LAKE COUNTY SHERIFF'S OFFICE

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Lake County Sheriff Department as Follows: FUND NO. 9275
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

Lake County Sheriff Dept. ~~Tanya Curtis~~ 8001 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. <u>9275 - 61100 Overtime</u> <i>CNL</i>	\$ <u>53,000.00</u>
2. <u>9275 - 61110 Official & Administrators</u> ↓	\$ <u>7,950.00</u>
3.	_____
4.	_____
5.	_____
6.	_____
Total:	\$ <u>60,950.00</u>

only

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ as follows along with evidence of the obligation for which the encumbrance shall be used.
Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1.	_____
2.	_____
3.	_____

Lake County Sheriff Department
Name of Department

Jason McIntyre *9.17.25* September 15, 20
Signature & Date

PLEASE NOTE:

- 1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS



OSCAR MARTINEZ
LAKE COUNTY SHERIFF
LAKE COUNTY, INDIANA

September 15, 2025

Lake County Council
Attn: Christine Cid, President
2293 N. Main Street
Crown Point, IN 46307

Re: Appropriations

Dear Council President Cid,

only

This letter serves as our official request to be placed on the October 2025 Council agenda to request to Create New Line items (CNL) and additional appropriations within fund 9330, for the Sheriff's FY25 SAFE Narcan and Essentials Bag Grant, Non-Reverting Fund in the amount of \$3,090.00.

If you have any questions regarding this request, I will meet with our Council Committee Members prior to the October 2025 meeting to discuss this matter.

Thank you for your consideration.

Sincerely,

Oscar Martinez, Jr.

Sheriff Oscar Martinez, Jr.
Lake County Sheriff

LAKE COUNTY SHERIFF'S OFFICE

SEP 15 2025 10:18 AM

75 43 131

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Lake County Sheriff Dept as Follows: FUND NO. 9330
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

Lake County Sheriff Dept. ~~Tanya Curtis~~ 8001 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. <u>9330 - 62410 Other Supplies</u> <i>CNL</i>	\$ <u>3,090.00</u>
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

ok

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1.	_____
2.	_____
3.	_____

Lake County Sheriff Department
Name of Department

[Signature] 9.17.25 September 15, 20
Signature & Date

PLEASE NOTE:

- 1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS



OSCAR MARTINEZ
LAKE COUNTY SHERIFF
LAKE COUNTY, INDIANA

September 15, 2025

Lake County Council
Attn: Christine Cid, President
2293 N. Main Street
Crown Point, IN 46307

Re: Appropriations

Dear Council President Cid,

only

This letter serves as our official request to be placed on the October 2025 Council agenda to request to Create New Line items (CNL) and additional appropriations within fund 9330, for the Sheriff's FY25 SAFE Narcan and Essentials Bag Grant, Non-Reverting Fund in the amount of \$3,090.00.

If you have any questions regarding this request, I will meet with our Council Committee Members prior to the October 2025 meeting to discuss this matter.

Thank you for your consideration.

Sincerely,

Oscar Martinez Jr.

Sheriff Oscar Martinez, Jr.
Lake County Sheriff

LAKE COUNTY SHERIFF'S OFFICE

SEP 15 2025 10:18 AM

78

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

Lake County Sheriff Dept as Follows: FUND NO. 9330
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

Lake County Sheriff Dept. ~~Tanya Curtis~~ 8001 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. <u>9330 - 62410 Other Supplies</u> <i>CNL</i>	\$ <u>3,090.00</u>
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

ok

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1.	_____
2.	_____
3.	_____

Lake County Sheriff Department
Name of Department

James McIntyre Jr. 9.17.25 September 15, 20
Signature & Date

PLEASE NOTE:

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- 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS

RESOLUTION NO. _____

**RESOLUTION TO APPROVE TRANSFER OF \$3,279.65
FROM THE LAKE COUNTY PROSECUTOR'S NON-REVERTING
R.I.C.O. FUND, FUND NO. 4141-9001 TO THE
V.A.W. STOP GRANT FUND, FUND NO. 9335-9001**

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

WHEREAS, the Lake County Prosecutor requests the transfer of \$3,279.65, from the Lake County Prosecutor's Non-Reverting R.I.C.O. Fund, Fund No. 4141-9001 to the V.A.W. Stop Grant Fund, Fund No. 9335-9001, representing a correction to a current negative balance in Fund 9335 which was caused by match hours not met early in the grant, resulting in reimbursement less than what was paid out; the transfer will result in a zero balance in Fund 9335 and the fund will be closed; and

WHEREAS, the Lake County Council desires to transfer the sum of \$3,279.65, from the Lake County Prosecutor's Non-Reverting R.I.C.O. Fund, Fund No. 4141-9001 to the V.A.W. Stop Grant Fund, Fund No. 9335-9001.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$3,279.65 is hereby transferred from the Lake County Prosecutor's Non-Reverting R.I.C.O. Fund, Fund No. 4141-9001 to the V.A.W. Stop Grant Fund, Fund No. 9335-9001.

SO RESOLVED THIS _____ DAY OF OCTOBER, 2025.

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



Office of the Prosecuting Attorney

31st Judicial Circuit
Lake County, Indiana

BERNARD A. CARTER
PROSECUTING ATTORNEY

CRIMINAL DIVISION
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3720
(219) 755-3642 FA

September 30, 2025

Christine Cid, President
PROSECUTOR'S STANDING COMMITTEE
LAKE COUNTY COUNCIL
2293 N. Main Street
Crown Point, IN 46307

RE: Request to be on the scheduled October 14, 2025, County Council Agenda

Dear President Cid:

The Prosecutor's Office is requesting to be placed on the October 14, 2025, agenda of the regularly scheduled County Council meeting to request a resolution allowing an interfund transfer in the amount of \$3,279.65 from Fund 4141-9001 to 9335-9001.

This transfer is to correct a current negative balance in Fund 9335. The negative balance was the result of match hours not met early in the grant, resulting in reimbursement less than what was paid out. The transfer will bring the Fund 9335's balance to zero, and the fund will be closed.

Sincerely,

Jacob Ponton
Jacob Ponton
Administrative Director

Profit and Loss Statement

AC473

Date: 09/30/2025

Time: 12:17

Parameters

Period: Jan-25 To Dec-25

Fund: 9335

Department: 9999

Fund	Description	Beginning Balance	Total Revenue	Total Expenses	Balance
4141	Non-reverting R.I.C.O. Seizure	68,530.34	0.00	0.00	68,530.34
9335	Prosecutor's V.A.W. STOP Grant	-3,279.65	0.00	0.00	-3,279.65
				Total	65,250.69

Profit and Loss Statement

AC473 Date: 09/30/2025
 Time: 12:13
 Parameters **Period:** Dec-21 To Sep-25
 Fund: 4141
 Department: 9999

Acct Cat	Description	Revenue	Cost	Profit/Loss
Activity	4141-8001 Non-reverting R.I.C.O. Seizure- Sheriff	Cur USD	Dates: 01/01/95 - 12/31/25	
Fund Contract and Estimated Cost				
42110	Interest	28859.26	0.00	
42120	Investments Sale	470000.00	0.00	
42130	Miscellaneous Revenue	45113.08	0.00	
42170	Outstand Warrants Return	407.46	0.00	
43210	Property Seizure	712286.59	0.00	
47000	Cash Transfers	135765.22	0.00	
61100	Overtime	0.00	-14733.55	
61190	Part-Time	0.00	-43295.03	
61320	FICA - Deduction	0.00	-3982.48	
62230	Clothing	0.00	-20930.00	
63190	Other Professional Service	0.00	-714.00	
64410	Furniture & Fixtures	0.00	-5420.10	
64420	Office Machines	0.00	-44373.85	
64440	Motor Vehicles	0.00	-32784.98	
64490	Other Equipment	0.00	-462590.78	
65999	Purchase of Investments	0.00	-380000.00	
68999	Legacy Miscellaneous Expense	0.00	-381776.68	
Fund Total	4141	1392431.61	-1390601.45	1830.16

Activity 4141-8005 Non-reverting R.I.C.O.
Seizure- Sheriff (Fund 182) Cur USD Dates: 01/01/95 - 12/31/25

Fund Contract and Estimated Cost				
42055	Refunds and Reimbursement	6200.00	0.00	
42110	Interest	31174.35	0.00	
42260	Grant Income I	6566.00	0.00	
43210	Property Seizure	224981.25	0.00	
47000	Cash Transfers	221090.56	0.00	
62210	Petroleum Products	0.00	-76498.33	
62410	Other Supplies	0.00	-22748.20	
63231	Travel - Registration	0.00	-1350.00	
63232	Travel - Meals	0.00	-1600.00	
63233	Travel - Lodging	0.00	-4493.10	
63235	Travel - Mileage	0.00	-1200.00	
63830	Matching Funds	0.00	-7316.95	
63995	Other Services & Charges	0.00	-365952.45	
68999	Legacy Miscellaneous Expense	0.00	-5280.25	
Fund Total	4141	490012.16	-486439.28	3572.88

Activity 4141-9001 Non-reverting R.I.C.O.
Seizure- Prosecutor Cur USD Dates: 01/01/95 - 12/31/25

Fund Contract and Estimated Cost				
42010	Code Book Reimb -Law	4553.50	0.00	
42055	Refunds and Reimbursement	74.34	0.00	
42110	Interest	8319.34	0.00	
42120	Investments Sale	75000.00	0.00	
42130	Miscellaneous Revenue	28796.03	0.00	
43210	Property Seizure	407725.26	0.00	
61295	Bonus Pay	0.00	-7500.00	
61320	FICA - Deduction	0.00	-573.75	
61330	PERF - Deduction	0.00	-731.25	
62110	Office Supplies	0.00	-13187.33	
62130	Law Books	0.00	-20099.92	
62410	Other Supplies	0.00	-3205.17	
63145	Legal Services	0.00	-33236.65	
63145	Legal Services	0.00	-510.21	
63190	Other Professional Service	0.00	-7130.03	
63220	Postage	0.00	-305.85	
63231	Travel - Registration	0.00	-20451.00	

Profit and Loss Statement

AC473 Date: 09/30/2025
 Time: 12:13
 Parameters **Period:** Dec-21 To Sep-25
 Fund: 4141
 Department: 9999

63232	Travel - Meals	0.00	-1060.00	
63233	Travel - Lodging	0.00	-9225.56	
63233	Travel - Lodging	0.00	-2205.93	
63235	Travel - Mileage	0.00	-2665.20	
63240	Telephone	0.00	-11951.97	
63310	Printing	0.00	-5343.70	
63620	Equipment Repair	0.00	-5125.28	
63630	Mainten & Service Cont	0.00	-5360.00	
63910	Dues & Subscriptions	0.00	-12364.58	
64420	Office Machines	0.00	-69158.19	
64440	Motor Vehicles	0.00	-95519.00	
65999	Purchase of Investments	0.00	-50000.00	
68999	Legacy Miscellaneous Expense	0.00	-25181.42	
69600	Cash Transfers	0.00	-53846.14	
		-----	-----	-----
Fund Total	4141	524468.47	-455938.13	68530.34
		=====	=====	=====

Activity 4141-9999 Non-reverting R.I.C.O. Cur USD Dates: 01/01/95 - 12/31/25
 Seizure- LakeCounty

Fund Contract and Estimated Cost

42110	Interest	114.24	0.00	
42120	Investments Sale	18575000.00	0.00	
42130	Miscellaneous Revenue	1732895.40	0.00	
47008	Temp Loans - Loan From	6000.00	0.00	
65999	Purchase of Investments	0.00	-20005000.00	
68999	Legacy Miscellaneous Expense	0.00	-6000.00	
69600	Cash Transfers	0.00	-303009.64	
		-----	-----	-----
Fund Total	4141	20314009.64	-20314009.64	0.00
		=====	=====	=====

Profit and Loss Statement

AC473

Date: 09/30/2025

Time: 12:13

Parameters

Period: Dec-21 To Sep-25

Fund: 4141

Department: 9999

Fund	Description	Beginning Balance	Total Revenue	Total Expenses	Balance
4141	Non-reverting R.I.C.O. Seizure	0.00	22,720,921.88	-22,646,988.50	73,933.38
				Total	73,933.38

Profit and Loss Statement

AC473 Date: 09/30/2025
 Time: 11:47
 Parameters **Period:** Dec-21 To Sep-25
 Fund: 9335
 Department: 9999

Acct Cat	Description	Revenue	Cost	Profit/Loss
Activity	9335-9001 Prosecutor's V.A.W. STOP Grant- Prosecutor	Cur USD	Dates: 01/01/95 - 12/31/25	
Fund Contract and Estimated Cost				
42260	Grant Income I	71968.85	0.00	
42270	Grant Income-Other	292820.79	0.00	
61190	Part-Time	0.00	-705.50	
61190	Part-Time	0.00	-64651.00	
61290	Supplemental Pay	0.00	-242650.42	
61320	FICA - Deduction	0.00	-22725.04	
61320	FICA - Deduction	0.00	-32.79	
61330	PERF - Deduction	0.00	-29157.50	
61340	Group Insurance -Deduction	0.00	-6303.49	
61360	Workman's Comp - Ded	0.00	-1783.55	
61360	Workman's Comp - Ded	0.00	-60.00	
Fund Total	9335	364789.64	-368069.29	-3279.65
Activity	9335-9999 Prosecutor's V.A.W. STOP Grant- LakeCounty	Cur USD	Dates: 01/01/95 - 12/31/25	
Fund Contract and Estimated Cost				
47008	Temp Loans - Loan From	110000.00	0.00	
69609	Temp Loan - Repay Loan	0.00	-110000.00	
Fund Total	9335	110000.00	-110000.00	0.00

Profit and Loss Statement

AC473

Date: 09/30/2025

Time: 11:47

Parameters

Period: Dec-21 To Sep-25

Fund: 9335

Department: 9999

Fund	Description	Beginning Balance	Total Revenue	Total Expenses	Balance
9335	Prosecutor's V.A.W. STOP Grant	0.00	474,789.64	-478,069.29	-3,279.65
				Total	-3,279.65

**OFFICE OF THE PUBLIC DEFENDER
SUPERIOR COURT OF LAKE COUNTY
CRIMINAL DIVISION
2293 N. MAIN STREET
CROWN POINT, IN 46307
TELEPHONE: (219) 755-3506
FAX: (219) 755-3078**

*MARCE GONZALEZ JR. CHIEF PUBLIC DEFENDER
THOMAS W. VANES FIRST ASSISTANT PUBLIC DEFENDER
MARVIN E. SMITH EXECUTIVE DIRECTOR
WILLIAM A. PADULA SUPERVISOR CONFLICTS DIVISION
MARK A. BATES SUPERVISOR APPELLATE DIVISION*

September 19, 2025

Christine Cid, Lake County Council President
2293 N. Main Street
Crown Point, In 46307

**Re: Request Transfer Funds from Line Item #63190 Other Professional
Services to Line Item #62110 Office Supplies General Fund 1001 Amount \$6,000.00**

Dear Council Presiding, Cid:

We are requesting to transfer funds from the above line item to Office Supplies #62110 in the amount of \$6,000.00. Our office is currently in need of toner for copiers and printers, along with copier paper.

If you should have any questions or concerns, please feel free to contact me at extension 3550.

Sincerely,

Marce Gonzalez
Chief Public Defender

RECEIVED
SEP 21 10 51 AM '25
CLERK OF SUPERIOR COURT

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

PUBLIC DEFENDER 9002 as Follows: FUND NO. 1001
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	63190 OTHER PROF. SERVICE	\$6,000.00	62110 OFFICE SUPPLIES	\$6,000.00	
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
Total:					\$6,000.00

only

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

_____ as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
Total: _____	

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used. Copy to the Lake County council.

_____ Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

PUBLIC DEFENDER #9002
Name of Department

 9-15-25
Signature & Date

PLEASE NOTE:

- 1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
- 3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9002-61110	County General-Criminal Div Public Defen-Official & Administrators		471,078.00	0.00	0.00	325,384.16	325,384.16	145,693.84
1001-9002-61120	County General-Criminal Div Public Defen-Professionals		2,129,400.00	0.00	0.00	1,473,326.10	1,473,326.10	656,073.90
1001-9002-61130	County General-Criminal Div Public Defen-Technicians		61,917.00	0.00	0.00	42,729.39	42,729.39	19,187.61
1001-9002-61140	County General-Criminal Div Public Defen-Protective Services		203,070.00	0.00	0.00	136,333.50	136,333.50	66,736.50
1001-9002-61150	County General-Criminal Div Public Defen-Paraprofessionals		383,118.00	0.00	0.00	264,392.84	264,392.84	118,725.16
1001-9002-61160	County General-Criminal Div Public Defen-Office & Clerical		348,502.00	0.00	0.00	240,504.22	240,504.22	107,997.78
1001-9002-61190	County General-Criminal Div Public Defen-Part-Time		13,765.00	0.00	0.00	8,075.00	8,075.00	5,690.00
1001-9002-61210	County General-Criminal Div Public Defen-Longevity V-Deduction		25,100.00	0.00	0.00	220.00	220.00	24,880.00
1001-9002-61231	County General-Criminal Div Public Defen-Court Reporter Per Diem		135,700.00	0.00	0.00	111,942.40	111,942.40	23,757.60
1001-9002-61280	County General-Criminal Div Public Defen-Seasonal Employees		1,236.00	0.00	0.00	0.00	0.00	1,236.00
1001-9002-62110	County General-Criminal Div Public Defen-Office Supplies		25,498.84	0.00	344.66	24,638.92	24,983.58	515.26
1001-9002-62130	County General-Criminal Div Public Defen-Law Books		12,000.00	0.00	0.00	9,867.39	9,867.39	2,132.61
1001-9002-62410	County General-Criminal Div Public Defen-Other Supplies		3,882.00	0.00	0.00	3,812.57	3,812.57	69.43

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9002-63190	County General-Criminal Div Public Defen-Other Professional Servic		1,108,299.00	0.00	7,120.00	764,988.37	772,108.37	336,190.63
1001-9002-63231	County General-Criminal Div Public Defen-Travel \- Registration		4,500.00	0.00	0.00	1,047.00	1,047.00	3,453.00
1001-9002-63232	County General-Criminal Div Public Defen-Travel \- Meals		1,700.00	0.00	0.00	0.00	0.00	1,700.00
1001-9002-63233	County General-Criminal Div Public Defen-Travel \- Lodging		4,000.00	0.00	0.00	0.00	0.00	4,000.00
1001-9002-63234	County General-Criminal Div Public Defen-Travel \- Trans/Other		500.00	0.00	0.00	0.00	0.00	500.00
1001-9002-63235	County General-Criminal Div Public Defen-Travel \- Mileage		11,000.00	0.00	0.00	1,871.10	1,871.10	9,128.90
1001-9002-63620	County General-Criminal Div Public Defen-Equipment Repair		1.00	0.00	0.00	0.00	0.00	1.00
1001-9002-63630	County General-Criminal Div Public Defen-Mainten & Service Cont		2,600.00	0.00	0.00	2,366.10	2,366.10	233.90
1001-9002-63910	County General-Criminal Div Public Defen-Dues & Subscriptions		1,590.00	0.00	190.00	770.00	960.00	630.00



Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
1001-9002-61110	Jan-25	01/13/2025	16848.29



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

2293 North Main Street
Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 26, 2025

A handwritten signature in cursive script, appearing to be "only".

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

Please place the attached Form 3 on the Council's October 14th agenda for approval. The request for transfer of funds is necessary to cover a negative balance in the Part Time line item.

Respectfully submitted,

A handwritten signature in cursive script, appearing to be "Michael Repay".

Michael C. Repay
President, Lake County Board of Commissioners

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9201-61100	County General-Fairgrounds-Overtime		9,375.00	0.00	0.00	3,637.50	3,637.50	5,737.50
1001-9201-61110	County General-Fairgrounds-Official & Administrators		169,000.00	0.00	0.00	122,238.40	122,238.40	46,761.60
1001-9201-61160	County General-Fairgrounds-Office & Clerical		41,600.00	0.00	0.00	30,153.58	30,153.58	11,446.42
1001-9201-61180	County General-Fairgrounds-Service/Maintenance		139,360.00	0.00	0.00	97,344.89	97,344.89	42,015.11
1001-9201-61190	County General-Fairgrounds-Part(-Time		30,165.00	0.00	0.00	33,279.00	33,279.00	-3,114.00
1001-9201-61210	County General-Fairgrounds-Longevity \- Deduction		1,800.00	0.00	0.00	0.00	0.00	1,800.00
1001-9201-62110	County General-Fairgrounds-Office Supplies		800.00	0.00	255.13	495.49	750.62	49.38
1001-9201-62210	County General-Fairgrounds-Petroleum Products		21,420.60	0.00	0.00	12,657.07	12,657.07	8,763.53
1001-9201-62240	County General-Fairgrounds-Househd & Instit Supplie		9,000.00	0.00	0.00	6,025.09	6,025.09	2,974.91
1001-9201-62310	County General-Fairgrounds-Equipment Repair Parts		1.00	0.00	0.00	0.00	0.00	1.00
1001-9201-62410	County General-Fairgrounds-Other Supplies		20,257.43	0.00	1,038.80	13,577.72	14,616.52	5,640.91
1001-9201-63620	County General-Fairgrounds-Equipment Repair		5,000.00	0.00	0.00	1,725.13	1,725.13	3,274.87

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9201-63630	County General-Fairgrounds-Mainten & Service Cont		18,385.00	0.00	0.00	11,109.47	11,109.47	7,275.53
1001-9201-64490	County General-Fairgrounds-Other Equipment		65,015.00	0.00	15.00	63,674.53	63,689.53	1,325.47

Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
1001-9201-61100	Mar-25	03/10/2025	562.5
1001-9201-61100	Mar-25	03/24/2025	157.5
1001-9201-61100	May-25	05/05/2025	435
1001-9201-61100	Jun-25	06/16/2025	225
1001-9201-61100	Jul-25	07/14/2025	715.5
1001-9201-61100	Jul-25	07/28/2025	666
1001-9201-61100	Sep-25	09/22/2025	876
1001-9201-61110	Jan-25	01/13/2025	5246.87
1001-9201-61110	Jan-25	01/27/2025	6249.38
1001-9201-61110	Feb-25	02/10/2025	6500
1001-9201-61110	Feb-25	02/24/2025	6742.15
1001-9201-61110	Mar-25	03/10/2025	6500
1001-9201-61110	Mar-25	03/24/2025	6500
1001-9201-61110	Apr-25	04/07/2025	6500
1001-9201-61110	Apr-25	04/21/2025	6500
1001-9201-61110	May-25	05/05/2025	6500
1001-9201-61110	May-25	05/19/2025	6500
1001-9201-61110	Jun-25	06/02/2025	6500

Request to Apply for a Grant

IMPORTANT: This form MUST be provided to the Grant Oversight Committee PRIOR to submitting a Grant Application.

To: Ms. Christine Cid, Council Grant Oversight Committee – copy to: jeanannficker@att.net

From: Craig Zandstra

Department: Parks & Recreation

Email: craigz@lakecountyparks.com

Phone: 219.945.0543 ext.234

Date: 09/04/25

Grant Project Name: Veterans Memorial Parkway Trail - Phase I Broadway Bridge Engineering

Grant Application Deadline Date: 09/04/25 (mm/dd/yy)

Grant Application is for (check one): New Grant Renewal of Existing Grant-funded Program

If Grant Application is for Renewal of an existing grant, please check responses below:

Is the grant-funded program included in the Department's approved budget? Yes No
 Does the renewal increase County/Department matching funds or responsibilities? Yes No
 Does the grant giving agency require the County Council to approve the application? Yes No

For ALL Grant Applications, please provide responses requested below:

Grant Program Name: Group I - CMAQ

Grant-Giving Agency/Department: Indiana Department of Transportation / NIRPC

Does the grant application also include Grant Agreement acceptance provisions? Yes No

Will the grant-funded project require local cost-share or matching funds? Yes No

If yes, what percentage cost-share or match is required? 20.0%

Is this grant program funded by the Federal Government? Yes No

If yes, provide the following:

Federal Department/Agency providing grant funds: Federal Highway Administration - FHWA

Briefly describe how the grant funds will be used

These funds will be used for preliminary engineering a pedestrian bridge for the Veterans Memorial Parkway Trail over Broadway (SR53) in Crown Point.

Grant Project Budget Details (enter amounts in chart below; do not write, "See attached")

Budget Categories	Grant Request	Matching Resources, if required		Total
		Cash	In-Kind/Donated	
Salaries & Wages				
Employee Benefits				
Travel/Mileage				
Supplies				
Equipment				
Construction				
Other	\$208,480		\$41,696	\$250,176
TOTAL	\$208,480		\$41,696	\$250,176

Grant Payment Method: Reimbursement Advance Other

County Fund Number(s) for Match or Start-up/Seed money: 116

Est. Project Start Date: 02/27/25

Est. Project End Date: 7/1/27

REQUIRED ATTACHMENTS: Grant Guidance/RFP and draft Grant Application

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

**PROJECT COORDINATION CONTRACT
CONTRACT #000000000000000000091281**

Des. No.: 1902676

UEI #: P6SHCPGVH8B7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the LAKE COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of these mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

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

INDOT LaPorte District
315 East Boyd Boulevard
LaPorte, Indiana 46350

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

Lake County
8411 East Lincoln Highway
Crown Point, Indiana 46307

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **1902676**
Program: **Group I – CMAQ**
Type of Project: **New Bridge, Other Construction**
General Scope/Location: **Veteran's Trail Bridge over SR 53 (Broadway)**

II LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.

- 2.11.** The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
 - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
 - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
 - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
 - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
 - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4.** The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

- 2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1.** INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2.** After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3.** If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4.** Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5.** Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6.** Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7.** If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8.** INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9.** In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10.** After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2026 and June 30, 2027**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2027 and June 30, 2029**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit

guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

- 6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

- 1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
- 2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-

disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. Governing Laws. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

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

be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

- 6.17.2.** INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3.** During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations:** The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination:** The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

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Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

LAKE COUNTY
DocuSigned by:

By: Michael C. Repay
240B28205687473...

Title: President, Lake County Board of Commissioners

Date: 2/11/2025 | 11:38 PST

Indiana Department of Transportation
DocuSigned by:

By: Eaton-Mikalip, Kathy - 00800
BC7308F386E24E1...

Title: Director, Local Programs

Date: 2/11/2025 | 13:15 PST

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 14, 2024.
FA 24-06*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

 X Preliminary Engineering or
 Right-of-Way or
 Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **February 7, 2025**, the maximum amount according to the TIP dated **January 16, 2025**, is **\$208,480.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. The maximum amount of federal funds allocated to this project is \$___.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

✓ Review/Edit Approvers

Agency Fiscal Approval

STIND/000000000000000000091281: **Approved**

Agency Fiscal Approval

Approved
Justin Sergent - 00800
✓ Agency Fiscal Approval for SCM
02/25/25 - 2:21 PM

IDOA Approval

STIND/000000000000000000091281: **Approved**

IDOA Legal Approval

Approved
Redding, Sandra-061-Procq
✓ IDOA Legal Approval for SCM
03/05/25 - 1:37 PM

SBA Approval

STIND/000000000000000000091281: **Approved**  [View/Hide Comments](#)

SBA Approval

Approved
Katie Hughes - 00057
✓ SBA Analyst Approval for SCM
03/21/25 - 5:48 PM

▶ **Comments**



Lake County 911

2293 N. Main Street
Suite A-312
Crown Point, IN 46307
219.755.6510

Mark Swiderski, CPE, ENP
Executive Director

Christine Trajkovski, CPE
Deputy Director of Operations

Corbin Bish, CPE
Deputy Director of Support Services

September 26, 2025

To: President Christine Cid & Honorable Council Members

Fr: Commissioner's 911 Department 9305

Re: October 2025 Council Agenda

The Lake County 911 Department respectfully requests the following transfers to cover anticipated costs of overtime, ongoing projects/software, and clothing needs through the end of the year.

The overtime transfer will address expected staffing costs for the remainder of the year. Additionally, as we expand our public outreach and education efforts, funds for clothing will support appropriate attire for staff at community events.

1014 Fund:

\$281,000 from Protective Services to Overtime

\$125,000 from Consultant Fees to Mainten & Service Cont

\$11,000 from Office Supplies to Clothing

\$18,000 from Differential Pay to Other Services & Charges

\$8,000 from Consultant Fees to Other Services & Charges

\$4,000 from Longevity Pay to Other Services & Charges

Sincerely,

Mark Swiderski
Executive Director
Lake County 911

RECEIVED
OCT 1 2025
9:11 AM
911 DEPARTMENT

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County Commissioners/Lake County 911 - 9305 as Follows: FUND NO. 1014
Dept. Name & No.

FROM: Line Item No. & Title	Amount	To: Line Item No. & Title	Amount
1. <u>61140 Protective Services</u>	\$ 281,000.00	61100 <u>Overtime</u>	\$281,000.00
2. <u>6210 Office Supplies</u>	\$ 11,000.00	<u>62230 Clothing</u>	\$ 11,000.00
3. <u>63150 Consultant Fees</u>	\$ 133,000.00	<u>63630 Mainten & Service Cont</u>	\$125,000.00
4. <u>61210 Longevity</u>	\$ 4,000.00	<u>63995 Other Services & Charges</u>	\$ 30,000.00
5. <u>61237 Differential Pay</u>	\$ 18,000.00		
	\$ 447,000.00		\$447,000.00

all g

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County _____ as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County _____ as follows along with evidence of the obligation for which the encumbrance shall be used.
Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Commissioners/Lake County 911 - 9305
Name of Department



Signature & Date 9/26/2025

PLEASE NOTE:

1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1014-9305-61100	E911 Operating Fund-Commissioners/Lake County-Overtime		1,300,000.00	0.00	0.00	1,172,508.19	1,172,508.19	127,491.81
1014-9305-61140	E911 Operating Fund-Commissioners/Lake County-Protective Services		4,444,000.00	0.00	0.00	3,008,033.35	3,008,033.35	1,435,966.65
1014-9305-61190	E911 Operating Fund-Commissioners/Lake County-Part-Time		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-61210	E911 Operating Fund-Commissioners/Lake County-Longevity \- Deduction		15,000.00	0.00	0.00	440.00	440.00	14,560.00
1014-9305-61237	E911 Operating Fund-Commissioners/Lake County-Differential Pay		105,000.00	0.00	0.00	55,529.86	55,529.86	49,470.14
1014-9305-61270	E911 Operating Fund-Commissioners/Lake County-holiday pay		200,000.00	0.00	0.00	130,207.65	130,207.65	69,792.35
1014-9305-61320	E911 Operating Fund-Commissioners/Lake County-FICA \- Deduction		509,796.00	0.00	0.00	330,447.88	330,447.88	179,348.12
1014-9305-61330	E911 Operating Fund-Commissioners/Lake County-PERF \- Deduction		946,288.00	0.00	0.00	619,663.94	619,663.94	326,624.06
1014-9305-61340	E911 Operating Fund-Commissioners/Lake County-Group Insurance \- Deductio		2,900,000.00	0.00	0.00	1,351,380.00	1,351,380.00	1,548,620.00
1014-9305-61360	E911 Operating Fund-Commissioners/Lake County-Workman's Comp \- Ded		91,000.00	0.00	0.00	49,630.00	49,630.00	41,370.00

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*
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Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1014-9305-62110	E911 Operating Fund-Commissioners/Lake County-Office Supplies		25,352.78	0.00	120.99	2,910.97	3,031.96	22,320.82
1014-9305-62120	E911 Operating Fund-Commissioners/Lake County-Lit, Edu., Info & Ref Mat		3,000.00	0.00	0.00	898.90	898.90	2,101.10
1014-9305-62210	E911 Operating Fund-Commissioners/Lake County-Petroleum Products		6,000.00	0.00	0.00	3,399.90	3,399.90	2,600.10
1014-9305-62230	E911 Operating Fund-Commissioners/Lake County-Clothing		10,000.00	0.00	0.00	8,856.00	8,856.00	1,144.00
1014-9305-62240	E911 Operating Fund-Commissioners/Lake County-Househd & Instit Supplie		12,401.25	0.00	301.25	11,349.10	11,650.35	750.90
1014-9305-62410	E911 Operating Fund-Commissioners/Lake County-Other Supplies		26,904.09	8.99	4,251.30	22,127.56	26,387.85	516.24
1014-9305-63145	E911 Operating Fund-Commissioners/Lake County-Legal Services		4,800.00	0.00	800.00	200.00	1,000.00	3,800.00
1014-9305-63150	E911 Operating Fund-Commissioners/Lake County-Consultant Fees		200,000.00	0.00	0.00	17,340.00	17,340.00	182,660.00
1014-9305-63220	E911 Operating Fund-Commissioners/Lake County-Postage		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63231	E911 Operating Fund-Commissioners/Lake County-Travel \- Registration		1.00	0.00	0.00	0.00	0.00	1.00

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1014-9305-63232	E911 Operating Fund-Commissioners/Lake County-Travel \- Meals		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63233	E911 Operating Fund-Commissioners/Lake County-Travel \- Lodging		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63234	E911 Operating Fund-Commissioners/Lake County-Travel \- Trans/Other		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63235	E911 Operating Fund-Commissioners/Lake County-Travel \- Mileage		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63240	E911 Operating Fund-Commissioners/Lake County-Telephone		97,981.69	0.00	636.02	96,714.60	97,350.62	631.07
1014-9305-63310	E911 Operating Fund-Commissioners/Lake County-Printing		4.00	0.00	0.00	0.00	0.00	4.00
1014-9305-63320	E911 Operating Fund-Commissioners/Lake County-Advertising		1,100.00	0.00	0.00	0.00	0.00	1,100.00
1014-9305-63420	E911 Operating Fund-Commissioners/Lake County-Insurance		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63450	E911 Operating Fund-Commissioners/Lake County-Employment Testing		1.00	0.00	0.00	0.00	0.00	1.00
1014-9305-63510	E911 Operating Fund-Commissioners/Lake County-Utilities		26,151.21	0.00	801.10	23,904.48	24,705.58	1,445.63
1014-9305-63610	E911 Operating Fund-Commissioners/Lake County-Building & Structures		1.00	0.00	0.00	0.00	0.00	1.00

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1014-9305-63630	E911 Operating Fund-Commissioners/Lake County-Mainten & Service Cont		1,758,463.91	0.00	202,258.62	1,273,002.72	1,475,261.34	283,202.57
1014-9305-63715	E911 Operating Fund-Commissioners/Lake County-Equipment Lease		17,568.00	0.00	0.00	12,028.00	12,028.00	5,540.00
1014-9305-63995	E911 Operating Fund-Commissioners/Lake County-Other Services & Charges		1,144,373.34	0.00	24,641.71	922,282.57	946,924.28	197,449.06

Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
1014-9305-61100	Jan-25	01/13/2025	76333.84
1014-9305-61100	Jan-25	01/27/2025	76193.69
1014-9305-61100	Feb-25	02/10/2025	70819.24
1014-9305-61100	Feb-25	02/24/2025	66581.4
1014-9305-61100	Mar-25	03/10/2025	66805.27
1014-9305-61100	Mar-25	03/24/2025	58024.98
1014-9305-61100	Apr-25	04/07/2025	50925.73
1014-9305-61100	Apr-25	04/21/2025	53973.29
1014-9305-61100	May-25	05/05/2025	54240.91
1014-9305-61100	May-25	05/19/2025	46473.91
1014-9305-61100	Jun-25	06/02/2025	51302.47
1014-9305-61100	Jun-25	06/16/2025	57665.42
1014-9305-61100	Jun-25	06/30/2025	58607.5
1014-9305-61100	Jul-25	07/14/2025	61297.75

RESOLUTION NO. _____

**RESOLUTION PERMITTING THE LAKE COUNTY
GOVERNMENT HVAC DEPARTMENT TO PAY AN
OUTSTANDING 2024 INVOICE/DEBT FROM THE 2025 BUDGET**

WHEREAS, the Lake County Government HVAC Department is currently operating in the 2025 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2024, has not been paid:

1001-9312-62390
Grainger

Other Repair & Maint.
\$292.02 ; and

WHEREAS, the Lake County Government HVAC Department desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2024 expense shall be paid from the Lake County Government HVAC Department's 2025 Budget:

1001-9312-62390
Grainger

Other Repair & Maint.
\$292.02

SO RESOLVED THIS 14th DAY OF OCTOBER, 2025.

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

Lake County Government HVAC Department



Robert W. Holl
HVAC Department

Lake County Council
President Christine Cid

Lake County Government
2293 North Main Street
Crown Point, IN 46307
219 755-3172
hollrw@lakecountyin.org

Lake County Government
2293 North Main Street
Crown Point, IN 46307

September 23, 2025

RE: Agenda Submission Request

Dear Council Members,

I respectfully request to place on your next meeting agenda a resolution to pay an invoice from 2024 for the amount of \$292.02. The fund for payment would be 1001-9312-62390. Unfortunately this invoice had been overlooked. The purchase was for 2 safety harnesses. The invoice and quote copies are attached with this letter.

Respectfully Submitted,

Robert W. Holl

Cc: Victoria Rivera



INVOICE

1701 CLINE AVENUE
GARY, IN 46406-2225
www.grainger.com

GRAINGER ACCOUNT NUMBER 888051166
INVOICE NUMBER 9283862259
INVOICE DATE 10/16/2024
DUE DATE 11/15/2024
AMOUNT DUE \$292.02

SHIP TO
ATTN: LCGC HVAC
LAKE COUNTY GOVERNMENT CENTER
Mail Rm /A-115-HVAC
2293 N Main St
Crown Point IN 46307-1854

PO NUMBER: 2402234
PROJECT/JOB: SAFETY EQPT
CALLER: ROBERT HOLL
CUSTOMER PHONE: 2197553172
ORDER NUMBER: 1529746598
INCO TERMS: FOB DESTINATION

BILL TO
LAKE COUNTY GOVERNMENT CENTER HVAC
LAKE COUNTY GOVERNMENT CENTER
A1 15 HVAC
2293 N MAIN ST
CROWN POINT IN 46307-1854

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	61DD35	FULL BODY HARNESS, VEST, YELLOW, L SIZE MANUFACTURER # 61DD35 Delivery #: 6648287007 Date: 10/16/2024 Carrier: FDX GROUND No: of Pkgs: 1 Wt: 7.900 Trk #: 423194483072 SHIPPED FROM: DC MINOOKA 005 701 GRAINGER WAY, MINOOKA, IL 60447-9998	2	146.01	292.02

Account # 62390
APPROVED
By Robert W. Holl at 11:52 am, Sep 08, 2025

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREBIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL 292.02

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after Inv IN U.S. DOLLARS. **AMOUNT DUE \$292.02**

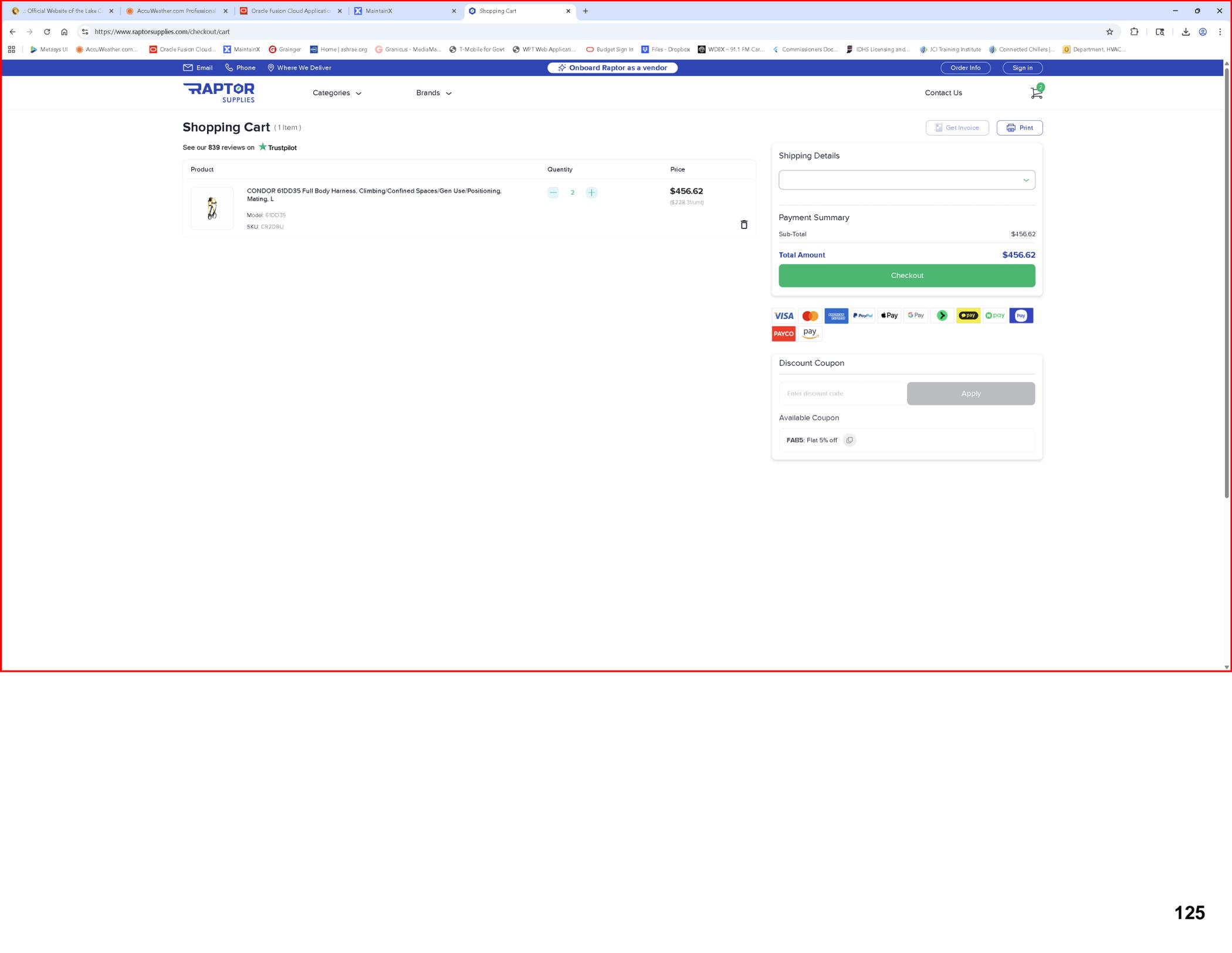
PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:
LAKE COUNTY GOVERNMENT CENTER HVAC
LAKE COUNTY GOVERNMENT CENTER
A1 15 HVAC
2293 N MAIN ST
CROWN POINT IN 46307-1854
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 888051166
PALATINE, IL 60038-0001

888051166928386225910000292021000000010000000100000024111560

X ACCOUNT NUMBER 888051166 DATE 10/16/2024 INVOICE NUMBER 9283862259 AMOUNT DUE \$292.02



Categories

Brands

Contact Us



Shopping Cart (1 Item)

See our **839** reviews on Trustpilot

Product	Quantity	Price
 <p>CONDOR 61DD35 Full Body Harness, Climbing/Confined Spaces/Gen Use/Positioning, Mating, L Model: 61DD35 SKU: CR2DRU</p>	<p>- 2 +</p>	<p>\$456.62 (<small>\$228.31/unit</small>)</p>

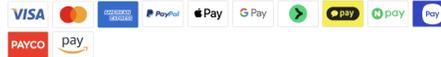
Shipping Details

Payment Summary

Sub-Total \$456.62

Total Amount \$456.62

Checkout



Discount Coupon

Enter discount code

Available Coupon

FABS: Flat 5% off

ORDINANCE NO. _____

**ORDINANCE AMENDING THE ORDINANCE
ESTABLISHING THE LAKE COUNTY
HEALTH DEPARTMENT FEES, ORDINANCE NO. 1336A**

WHEREAS, the Lake County Council adopted the Ordinance Establishing the Lake County Health Department Fees, Ordinance No. 1336A on June 14, 2011; and

WHEREAS, the Ordinance Establishing the Lake County Health Department Fees, Ordinance No. 1336A was amended on May 15, 2012 and June 11, 2013; and

WHEREAS, the Lake County Council desires to amend the Ordinance Establishing the Lake County Health Department Fees.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Ordinance Establishing the Lake County Health Department Fees shall be amended as follows:

1. That the Lake County Council hereby establishes the Lake County Health Department Fee Schedule as follows:

DELETE:

<u>Food Safety</u>	<u>Fee</u>
Annual Food Service Permit, 1-4 employees	\$ 150.00
Annual Food Service Permit, 4-9 employees	210.00
Annual Food Service Permit, 10-14 employees	240.00
Annual Food Service Permit, 15-19 employees	270.00
Annual Food Service Permit, 20-24 employees	300.00
Annual Food Service Permit, 25-29 employees	320.00
Annual Food Service Permit, 30-34 employees	350.00
Annual Food Service Permit, 35-39 employees	380.00
Annual Food Service Permit, 40-44 employees	400.00
Annual Food Service Permit, 45-49 employees	430.00
Annual Food Service Permit, 50 + employees	460.00
Annual Food Market Permit	110.00
Temporary Permit	\$10.00/day (maximum \$30.00 per event)
Mobile Unit Permit	70.00
Assisted Living Facility	Same as Annual Food Service rates

Partial Year Operation Permits-If such application for a new establishment is made between the first day of July and the thirty-first day of December of any year, the applicant shall pay to the Lake County Health Department, a fee equal to fifty (50%) percent of the respective fee on the foregoing scale. Such existing food service establishments which operate four or less consecutive months during any one calendar year shall pay a fee equal to one-third of the regular annual license fee. Such food service establishments which operate more than four but less than six consecutive months during any one calendar

year shall pay a license fee equal to one-half of the regular annual license fee.

Renewal Fees-Every person operating an Annual Food Service or Annual Food Market with a permanent location shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March of each year. If said renewal fee is not paid on or before the first day of March of each year then the permit is void. Such establishment may resume operation only after securing a permit from the Lake County Health Department and paying a fee in the amount double that of the regular fee for the renewal of the license.

Operation without a valid permit-Any owner of a Food Service Establishment who begins operation of said Food Service Establishment before obtaining the necessary permit(s) shall be required to pay a double regular fee after the owner complies with all requirements specified within Food Service Establishment Ordinance No. 23 and 410 IAC 7-24.

Food Service Violation Re-Inspection 80.00

Environmental

Residential-new on-site wastewater disposal permit-trench type	\$ 125.00
Residential-repair on-site wastewater disposal permit-trench type	110.00
Residential-new on-site wastewater disposal permit-mound type	200.00
Residential-repair on-site wastewater disposal permit-mound type	185.00
Commercial-new on-site wastewater disposal permit-trench type	135.00
Commercial-repair on-site wastewater disposal permit-trench type	120.00
Commercial-new on-site wastewater disposal permit-mound type	250.00
Commercial-repair on-site wastewater disposal permit-mount type	235.00

Well water sample collection fee 20.00

Public Swimming Pools

Annual Non-Tax Supported Swimming Pool Permit	\$2180.00
Seasonal Non-Tax Supported Swimming Pool Permit	670.00

Seasonal Public Swimming Pool-A public swimming pool that is only operational between May 15th and September 15th of the year.

Renewal Fees-Every person operating an annual Non-Tax Supported Public Swimming Pool shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March every year. If said renewal fee is not paid on or before the first day of march of each year then the permit is void. Such Public Swimming Pool may resume operation only after securing a permit from the Lake County Health Department and paying a penalty of up to One Thousand (\$1,000.00) Dollars for renewal of the license.

Operation without a valid permit-Any owner of an Annual Non-Tax Supported Public Swimming Pool who begins operation of said Public Swimming Pool before obtaining the necessary permit(s) shall be required to pay a double regular fee.

Public Health Nursing

Adult (travel) immunizations-administration fee	\$ 10.00
Copy of immunization record	2.00

Vital Records

Certified Birth Certificate	\$ 10.00
Certified Death Certificate	10.00
Paternity Affidavit	15.00
Birth Certificate Name Change	15.00

INSERT:

Food Safety

	<u>Fee</u>
Annual Food Service Permit, 1-4 employees	\$ 220.00
Annual Food Service Permit, 4-9 employees	280.00
Annual Food Service Permit, 10-14 employees	340.00
Annual Food Service Permit, 15-19 employees	400.00
Annual Food Service Permit, 20-24 employees	460.00
Annual Food Service Permit, 25-29 employees	520.00
Annual Food Service Permit, 30-34 employees	580.00
Annual Food Service Permit, 35-39 employees	640.00
Annual Food Service Permit, 40-44 employees	700.00
Annual Food Service Permit, 45-49 employees	760.00
Annual Food Service Permit, 50-54 employees	820.00
Annual Food Service Permit, 55-59 employees	880.00
Annual Food Service Permit, 60-64 employees	940.00
Annual Food Service Permit, 65 + employees	1,000.00
Temporary Permit	\$20.00/day (maximum \$100.00 per event)
Assisted Living Facility	Same as Annual Food Service rates

Temporary Permits

Annual Temporary Permit	\$300.00
Seasonal Temporary Permit	\$150.00/season

New Establishment Application \$ 20.00*

*No plan review needed

New Establishment Plain Review:

1-24 employees	\$ 75.00
25-49 employees	150.00
50-65 employees	225.00

Replacement Permit \$ 10.00

Partial Year Operation Permits-If such application for a new establishment is made between the first day of July and the thirty-first day of December of any year, the applicant shall pay to the Lake County Health Department, a fee equal to fifty (50%) percent of the respective fee on the foregoing scale. Such existing food service establishments which operate four or less consecutive

months during any one calendar year shall pay a fee equal to one-third of the regular annual license fee. Such food service establishments which operate more than four but less than six consecutive months during any one calendar year shall pay a license fee equal to one-half of the regular annual license fee.

Renewal Fees-Every person operating an Annual Food Service with a permanent location shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March of each year. If said renewal fee is not paid on or before the first day of March of each year then the permit is void. Such establishment may resume operation only after securing a permit from the Lake County Health Department and paying a fee in the amount double that of the regular fee for the renewal of the license.

Operation without a valid permit-Any owner of a Food Service Establishment who begins operation of said Food Service Establishment before obtaining the necessary permit(s) shall be required to pay a double regular fee after the owner complies with the requirements specified by the Indiana State Department of Health.

Food Service Violation Re-Inspection 50.00

Environmental

Commercial and Residential-new on-site wastewater disposal permit-trench type \$ 250.00
 Commercial and Residential-new on-site wastewater disposal permit* 275.00
 *mound and technologies new to Indiana as defined by code
 Commercial and Residential-repair on-site wastewater disposal permit 150.00
 Well water sample collection fee 20.00

Public Swimming Pools

Annual Non-Tax Supported Swimming Pool Permit \$2,180.00
 Seasonal Non-Tax Supported Swimming Pool Permit 670.00

Seasonal Public Swimming Pool-A public swimming pool that is only operational between May 15th and September 15th of the year.

Renewal Fees-Every person operating an annual Non-Tax Supported Public Swimming Pool shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March every year. If said renewal fee is not paid on or before the first day of march of each year then the permit is void. Such Public Swimming Pool may resume operation only after securing a permit from the Lake County Health Department and paying a penalty of up to One Thousand (\$1,000.00) Dollars for renewal of the license.

Operation without a valid permit-Any owner of an Annual Non-Tax Supported Public Swimming Pool who begins operation of said Public Swimming Pool before obtaining the necessary permit(s) shall be required to pay a double regular fee.

Public Health Nursing

Immunizations-administration fee	\$	25.00
Copy of immunization record		5.00
TB administration		25.00
QFT Blood Draw for TB		35.00
STI Testing		25.00
All self pay vaccinations-variable, based on current market value		

Vital Records

Certified Birth Certificate	\$	20.00
Certified Death Certificate		20.00
Paternity Affidavit		30.00
Amendments		30.00

SO ORDAINED THIS _____ DAY OF _____, 2025.

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



755-3655 / 755-3656 / 755-3657

**Chandana Vavilala, M.D.
Health Officer**

September 22, 2025

RE: Health Department Fees

Dear President Cid,

On behalf of the Lake County Health Department, I am respectfully requesting your consideration in adjusting our department fees for the Food Safety, Environmental, Nursing, and Vital Records divisions.

Our fees have not been updated in over ten years. The proposed adjustments are consistent with those of neighboring counties and counties of similar size in northern Indiana. They also more accurately reflect the expanded scope of services we now provide, including STI testing and food establishment plan review services.

These updates will allow us to sustain high-quality public health services, ensure fairness in cost recovery, and better align fees with the actual work required. Approval of these changes would allow us to recover more than \$500,000 in revenue to sustain essential services. A detailed breakdown of the proposed fee schedule is included for your review.

Thank you for your time and thoughtful consideration of this request.

Respectfully,

Sheila Paul
Administrator
Lake County Health Department

ORDINANCE NO. 1336A

**ORDINANCE ESTABLISHING THE
LAKE COUNTY HEALTH DEPARTMENT FEES**

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

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

WHEREAS, I.C. 36-1-3-8(a)(8) provides that the Lake County Council may establish reasonable fees for certain County services; and

WHEREAS, the Lake County Council desires to establish the Lake County Health Department Fee Schedule for services provided by the Lake County Health Department.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Lake County Council hereby establishes the Lake County Health Department Fee Schedule as follows:

<u>Food Safety</u>	<u>Fee</u>
Annual Food Service Permit, 1-4 employees	\$ 150.00
Annual Food Service Permit, 4-9 employees	210.00
Annual Food Service Permit, 10-14 employees	240.00
Annual Food Service Permit, 15-19 employees	270.00
Annual Food Service Permit, 20-24 employees	300.00
Annual Food Service Permit, 25-29 employees	320.00
Annual Food Service Permit, 30-34 employees	350.00
Annual Food Service Permit, 35-39 employees	380.00
Annual Food Service Permit, 40-44 employees	400.00
Annual Food Service Permit, 45-49 employees	430.00
Annual Food Service Permit, 50 + employees	460.00
Annual Food Market Permit	110.00
Temporary Permit	\$10.00/day (maximum \$30.00 per event)
Mobile Unit Permit	70.00

Partial Year Operation Permits-If such application for a new establishment is made between the first day of July and the thirty-first day of December of any year, the applicant shall pay to the Lake County Health Department, a fee equal to fifty (50%) percent of the respective fee on the foregoing scale. Such existing food service establishments which operate four or less consecutive months during any one calendar year shall pay a fee equal to one-third of the regular annual license fee. Such food service establishments which operate more than four but less than six consecutive months during any one calendar year shall pay a license fee equal to one-half of the regular annual license fee.

Renewal Fees-Every person operating an Annual Food Service or Annual Food Market with a permanent location shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale

between the first day of January and the first day of March of each year. If said renewal fee is not paid on or before the first day of March of each year then the permit is void. Such establishment may resume operation only after securing a permit from the Lake County Health Department and paying a fee in the amount double that of the regular fee for the renewal of the license.



Food Service Violation Re-Inspection 80.00

Environmental

Residential-new on-site wastewater disposal permit-trench type \$ 125.00
 Residential-repair on-site wastewater disposal permit-trench type 110.00
 Residential-new on-site wastewater disposal permit-mound type 200.00
 Residential-repair on-site wastewater disposal permit-mound type 35.00
 Commercial-new on-site wastewater disposal permit-trench type 135.00
 Commercial-new on-site wastewater disposal permit-mound type 250.00
 Commercial-repair on-site wastewater disposal permit-mount type 35.00

Well water sample collection fee 20.00

Public Swimming Pools

Annual Non-Tax Supported Swimming Pool Permit \$2180.00
 Seasonal Non-Tax Supported Swimming Pool Permit 670.00

Public Health Nursing

Adult (travel) immunizations-administration fee \$ 10.00
 Copy of immunization record 2.00

Vital Records

Certified Birth Certificate \$ 10.00
 Certified Death Certificate 10.00
 Paternity Affidavit 15.00
 Birth Certificate Name Change 15.00

2. That all fees collected shall be placed in the Lake County Health Department Fund.

3. This Ordinance hereby rescinds and repeals the fee portions of Ordinance Nos. 2023, 27, 993B, 1224.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances Tubey

Robert [unclear]

Henry Scheuch

APPROVED THIS 15 DAY OF June 20 11
 NO

SO ORDAINED THIS 14TH DAY OF JUNE, 2011.

ABSENT

TED F. BILSKI, President

Christine CID

CHRISTINE CID

Daniel E. DERNULC

DANIEL E. DERNULC

NO

RICK NIEMEYER

MICHAEL C. REPAY

Elsie Franklin

ELSIE FRANKLIN

Jerome A. Prince

JEROME A. PRINCE

Members of Lake County Council

ORDINANCE NO. 1336A-2

ORDINANCE AMENDING THE ORDINANCE
ESTABLISHING THE LAKE COUNTY
HEALTH DEPARTMENT FEES, ORDINANCE NO. 1336A

WHEREAS, the Lake County Council adopted the Ordinance Establishing the Lake County Health Department Fees, Ordinance No. 1336A on June 14, 2011; and

WHEREAS, the Lake County Council desires to amend the Ordinance Establishing the Lake County Health Department Fees.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Ordinance Establishing the Lake County Health Department Fees shall be amended as follows:

1. That the Lake County Council hereby establishes the Lake County Health Department Fee Schedule as follows:

DELETE:

<u>Food Safety</u>	<u>Fee</u>
Annual Food Service Permit, 1-4 employees	\$ 150.00
Annual Food Service Permit, 4-9 employees	210.00
Annual Food Service Permit, 10-14 employees	240.00
Annual Food Service Permit, 15-19 employees	270.00
Annual Food Service Permit, 20-24 employees	300.00
Annual Food Service Permit, 25-29 employees	320.00
Annual Food Service Permit, 30-34 employees	350.00
Annual Food Service Permit, 35-39 employees	380.00
Annual Food Service Permit, 40-44 employees	400.00
Annual Food Service Permit, 45-49 employees	430.00
Annual Food Service Permit, 50 + employees	460.00
Annual Food Market Permit	110.00
Temporary Permit	\$10.00/day (maximum \$30.00 per event)
Mobile Unit Permit	70.00

Assisted Living Facility Same as Annual Food Service rates

Partial Year Operation Permits-If such application for a new establishment is made between the first day of July and the thirty-first day of December of any year, the applicant shall pay to the Lake County Health Department, a fee equal to fifty (50%) percent of the respective fee on the foregoing scale. Such existing food service establishments which operate four or less consecutive months during any one calendar year shall pay a fee equal to one-third of the regular annual license fee. Such food service establishments which operate more than four but less than six consecutive months during any one calendar year shall pay a license fee equal to one-half of the regular annual license fee.

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If said renewal fee is not paid on or before the first day of March of each year then the permit is void. Such establishment may resume operation only after securing a permit from the Lake County Health Department and paying a fee in the amount double that of the regular fee for the renewal of the license.

Operation without a valid permit-Any owner of a Food Service Establishment who begins operation of said Food Service Establishment before obtaining the necessary permit(s) shall be required to pay a double regular fee after the owner complies with all requirements specified within Food Service Establishment Ordinance No. 23 and 410 IAC 7-24.

Food Service Violation Re-Inspection	80.00
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Environmental

Residential-new on-site wastewater disposal permit-trench type	\$ 125.00
Residential-repair on-site wastewater disposal permit-trench type	110.00
Residential-new on-site wastewater disposal permit-mound type	200.00
Residential-repair on-site wastewater disposal permit-mound type	185.00
Commercial-new on-site wastewater disposal permit-trench type	135.00
Commercial-repair on-site wastewater disposal permit-trench type	120.00
Commercial-new on-site wastewater disposal permit-mound type	250.00
Commercial-repair on-site wastewater disposal permit-mount type	235.00

Well water sample collection fee	20.00
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Public Swimming Pools

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Seasonal Non-Tax Supported Swimming Pool Permit	670.00

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Operation without a valid permit-Any owner of an Annual Non-Tax Supported Public Swimming Pool who begins operation of said Public Swimming Pool before obtaining the necessary permit(s) shall be required to pay a double regular fee.

Public Health Nursing

Adult (travel) immunizations-administration fee	\$ 10.00
Copy of immunization record	2.00

Vital Records

Certified Birth Certificate	\$ 10.00
Certified Death Certificate	10.00
Paternity Affidavit	15.00
Birth Certificate Name Change	15.00

INSERT:

Food Safety

	<u>Fee</u>
Annual Food Service Permit, 1-4 employees	\$ 150.00
Annual Food Service Permit, 4-9 employees	210.00
Annual Food Service Permit, 10-14 employees	240.00
Annual Food Service Permit, 15-19 employees	270.00
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Annual Food Service Permit, 30-34 employees	350.00
Annual Food Service Permit, 35-39 employees	380.00
Annual Food Service Permit, 40-44 employees	400.00
Annual Food Service Permit, 45-49 employees	430.00
Annual Food Service Permit, 50 + employees	460.00
Annual Food Market Permit	110.00
Temporary Permit	\$10.00/day (maximum \$30.00 per event)
Mobile Unit Permit	70.00

Assisted Living Facility

Same as Annual Food Service rates

Partial Year Operation Permits-If such application for a new establishment is made between the first day of July and the thirty-first day of December of any year, the applicant shall pay to the Lake County Health Department, a fee equal to fifty (50%) percent of the respective fee on the foregoing scale. Such existing food service establishments which operate four or less consecutive months during any one calendar year shall pay a fee equal to one-third of the regular annual license fee. Such food service establishments which operate more than four but less than six consecutive months during any one calendar year shall pay a license fee equal to one-half of the regular annual license fee.

Renewal Fees-Every person operating an Annual Food Service or Annual Food Market with a permanent location shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March of each year. If said renewal fee is not paid on or before the first day of March of each year then the permit is void. Such establishment may resume operation only after securing a permit from the Lake County Health Department and paying a fee in the amount double that of the regular fee for the renewal of the license.

Operation without a valid permit-Any owner of a Food Service Establishment who begins operation of said Food Service Establishment before obtaining the necessary permit(s) shall be required to pay a double regular fee after the owner complies with all requirements specified within Food Service Establishment Ordinance No. 23 and 410 IAC 7-24.

Food Service Violation Re-Inspection	80.00
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Environmental

Residential-new on-site wastewater disposal permit-trench type	\$ 125.00
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Residential-repair on-site wastewater disposal permit-trench type	110.00
Residential-new on-site wastewater disposal permit-mound type	200.00
Residential-repair on-site wastewater disposal permit-mound type	185.00
Commercial-new on-site wastewater disposal permit-trench type	135.00
Commercial-repair on-site wastewater disposal permit-trench type	120.00
Commercial-new on-site wastewater disposal permit-mound type	250.00
Commercial-repair on-site wastewater disposal permit-mount type	235.00

Well water sample collection fee 20.00

Public Swimming Pools

Annual Non-Tax Supported Swimming Pool Permit	\$2180.00
Seasonal Non-Tax Supported Swimming Pool Permit	670.00

Seasonal Public Swimming Pool-A public swimming pool that is only operational between May 15th and September 15th of the year.

Renewal Fees-Every person operating an annual Non-Tax Supported Public Swimming Pool shall pay annually to the Lake County Health Department a renewal fee in accordance with the foregoing scale between the first day of January and the first day of March every year. If said renewal fee is not paid on or before the first day of march of each year then the permit is void. Such Public Swimming Pool may resume operation only after securing a permit from the Lake County Health Department and paying a penalty of up to One Thousand (\$1,000.00) Dollars for renewal of the license.

Operation without a valid permit-Any owner of an Annual Non-Tax Supported Public Swimming Pool who begins operation of said Public Swimming Pool before obtaining the necessary permit(s) shall be required to pay a double regular fee.

Public Health Nursing

Adult (travel) immunizations-administration fee	\$ 10.00
Copy of immunization record	2.00

Vital Records

Certified Birth Certificate	\$ 10.00
Certified Death Certificate	11.00
Paternity Affidavit	15.00
Birth Certificate Name Change	15.00

SO ORDAINED THIS 11TH DAY OF JUNE, 2013.



 TED F. BILSKI, President



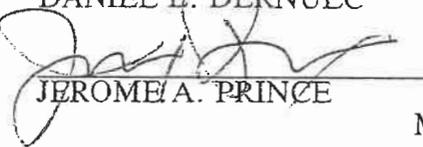
 ELSIE FRANKLIN

CHRISTINE CID

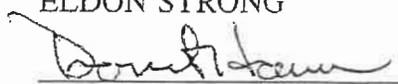


 DANIEL E. DERNULC

ELDON STRONG



 JEROME A. PRINCE



 DAVID HAMM

Members of the Lake County Council

2026 Fee Request – Supplemental Page

FOODS

- Temporary Permits
 - Annual Temporary Permit: \$300
 - Seasonal Temporary Permit: \$150/season

- New Establishment Application: \$20
 - *No plan review needed

- New Establishment Plan Review:
 - 1-24 Employees: \$75
 - 25-49 Employees: \$150
 - 50-65+ Employees: \$225

- Replacement Permit: \$10

NURSING

- Vaccine Administration Fee \$25
- TB Administration Fee \$25
- QFT Blood Draw Fee for TB \$35
- STI Testing Fee \$25
- All Self Pay Vaccinations – variable, based on current market value

Vital Records	Current Fee	Proposed Fee	Porter County*	Allen County
Birth Certificates	\$10	\$20	\$10*	\$20
Death Certificates	\$11	\$20	\$10*	\$20
Paternity Affidavits	\$15	\$30	\$30	\$35
Amendments	\$15	\$30	\$30	\$35

*plan to increase for 2026

Environmental	Current Fee	Proposed Fee	Porter County	Allen County
Septic Trench	\$125	\$250	\$182*	\$300
Septic Mound	\$200	\$275	182*	\$300
Septic Repair	\$35	\$150	\$168	\$175

*plan to increase for 2026

Nursing	Current Fee	Proposed Fee	Porter County*	St. Joseph County
Vaccine Admin Fee	\$10	\$25	\$20	\$15
TB Admin Fee	\$10	\$25	\$15	\$50
STI Testing Fee		\$25	\$20	
Tdap	\$51	Variable	Variable	\$57
IPV	\$50	Variable	Variable	\$44
Hep A	\$82	Variable	Variable	\$92
Hep B	\$59	Variable	Variable	\$67
Typhoid	\$102	Variable	Variable	\$109
Yellow Fever	\$206	Variable	Variable	\$219
Menquadfi	\$147	Variable	Variable	N/A
MMR	\$98	Variable	Variable	\$112
Varivax	\$152	Variable	Variable	\$209
Shingrix	\$193	Variable	Variable	N/A
TB Skin	\$18	Variable	Variable	\$23
QFT	\$18	\$35	\$30	\$35
Travel Book	\$2	\$5	N/A	\$20

*plan to increase for 2026

Foods	Current Fee	Proposed Fee	Porter County	Allen County
Retail Food Permit	\$110-\$460	\$220-1000	\$300-600	\$300-1125

Temporary Permit	\$10/day. Max \$60	\$20/day Max \$100	\$20-\$40/day Max \$100	\$50/2 days
Annual Temporary Permit		\$300	\$300	
Seasonal Permit (6 month)		\$150	\$150/season	N/A
New Est Application		\$20		N/A
Plan Review		\$75-225	\$50-200	\$150-280
Operating w/out a Permit (in addition to regular Permit Fee)		\$220-1000	\$300-600	N/A
Replacement Permit		\$10		\$10
Reinspeciton Fee (after 3rd non-compliant inspection)		\$50		N/A

Employee based

Sq Ft Based

Sq Ft Based

St. Joseph County
\$20
\$20
\$52
\$50

St. Joseph County
\$275
\$275
\$100

St. Joseph County
\$85-425

\$35/day
\$100
\$75
\$100-400
\$85-400
\$10
\$35

Revenue Based

Vital Records	Current Fee	Proposed Fee	Revenue Change (Estimated)	
Birth Certificates	\$10	\$20	\$81,819	↑
Death Certificates	\$11	\$20	\$147,730	↑
Paternity Affidavits	\$15	\$30	\$385	↑
Amendments	\$15	\$30	\$25	↑
2024 Revenue - \$506,323			\$229,959	↑

Environmental	Current Fee	Proposed Fee	Revenue Change (Estimated)	
Septic Trench	\$125	\$250	\$1,200	↑
Septic Mound	\$200	\$250	\$3,525	↑
Septic Repair	\$35	\$150	\$575	↑
2024 Revenue-\$10,426			\$5,300	↑

Nursing	Current Fee	Proposed Fee	Revenue Change (Estimated)	
Vaccine Admin Fee	\$10	\$25	\$4,110	↑
TB Admin Fee	\$10	\$25	\$6,990	↑
Tdap	\$51	Variable		
IPV	\$50	Variable		-
Hep A	\$82	Variable		-
Hep B	\$59	Variable		-
Typhoid	\$102	Variable		-
Yellow Fever	\$206	Variable		-
Menquadfi	\$147	Variable		-
MMR	\$98	Variable		-
Varivax	\$152	Variable		-
Shingrix	\$193	Variable		-
TB Skin	\$18	Variable		-
QFT	\$18	\$35		↑
Travel Book	\$2	\$5		↑
Admin Fees			\$11,100	↑
Billing Fees (estimated)			\$71,552	↑
2024 Revenue-\$87,732			\$82,652	↑

Foods	Current Fee	Proposed Fee	Revenue Change (Estimated)	
Retail Food Permit	\$110-\$460	\$220-\$1000	\$240,330	↑
Temporary Permit	\$10/day. Max \$60	\$20/day Max \$100	\$19,840	↑
Annual Temporary		\$300		
Seasonal Temporary Permit		\$150/season	\$8,250	↓
New Est Application		\$20		↑
Plan Review		\$75-225		↑
Operating w/out a Permit		\$220-1000		↑
Replacement Permit		\$10		↑
Reinspeciton Fee		\$50		
2024 Revenue-\$494,165			\$268,420	↑

Vital Records	Current Fee	Proposed Fee
Birth Certificates	\$10	\$20
Death Certificates	\$11	\$20
Paternity Affidavits	\$15	\$30
Amendments	\$15	\$30

Environmental	Current Fee	Proposed Fee
Septic Trench	\$125	\$250
Septic Mound	\$200	\$275
Septic Repair	\$135	\$150

Foods	Current Fee	Proposed Fee
Retail Food Permit	\$110-\$460	\$220-1000
Temporary Permit	\$10/day. Max \$60	\$20/day Max \$100
Annual Temporary Permit	new	\$300
Seasonal Permit (6 month)	new	\$150
New Est Application	new	\$20
Plan Review	new	\$75-225
Operating w/out a Permit (in addition to regular Permit Fee)		\$220-1000
Replacement Permit	new	\$10
Reinspeciton Fee (after 3rd non-compliant inspection)	\$80	\$50

Nursing	Current Fee
Vaccine Admin Fee	\$10
TB Admin Fee	\$10
STI Testing Fee	
Tdap	\$51
IPV	\$50
Hep A	\$82
Hep B	\$59
Typhoid	\$102
Yellow Fever	\$206
Menquadfi	\$147
MMR	\$98
Varivax	\$152
Shingrix	\$193
TB Skin	\$18
QFT	\$18
Travel Book	\$2

Fees will be variable based on market
 Vaccine prices increase at regular intervals for market value prevents us from making or needing routine fee adjustments.

Proposed Fee Schedule for All Annual Food Permits

ANNUAL FOOD SERVICE, ANNUAL FOOD MARKET, AND BRICK & MORTAR SEASONALS
 COMBINED INTO ANNUAL AND PARTIAL YEAR RETAIL FOOD PERMITS

PROPOSED FEE SCHEDULE FOR RETAIL FOOD PERMITS

# OF EMPLOYEES	ANNUAL FEE
1-4	220
5-10	280
10-15	340

# OF EMPLOYEES	Plan Review
1-4	75
5-10	75
10-15	75

15-19	400
20-24	460
25-29	520
30-34	580
35-39	640
40-44	700
45-49	760
50-54	820
55-59	880
60-64	940
65+	1,000

15-19	75
20-24	75
25-29	150
30-34	150
35-39	150
40-44	150
45-49	150
50-54	225
55-59	225
60-64	225
65+	225

\$20 Change of owner (no remodel or buil

PARTIAL YEAR (6 MONTHS OR LESS) PAY ½ OF THE LISTED FEE

ALL ABOVE FEES FOR PERMIT RENEWALS TO DOUBLE AFTER DUE DATE

Proposed Fee
\$25
\$25
\$25
Variable
\$35
\$5

t value.

tervals; allowing

sing money



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

2293 North Main Street
Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 23, 2025

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

A handwritten signature in cursive script, appearing to read "Aley".

Please place the two attached Form 3's on the Council's October 14th agenda for approval. One is for an emergency appropriation reduction request from PERF and the other is an emergency additional appropriation of those funds into the Hammond and Gary Courthouses utilities account which is necessary to ensure continuity of operations and covering necessary operational expenses.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Michael Repay".

Michael C. Repay
President, Lake County Board of Commissioners

LAKE COUNTY BOARD OF COMMISSIONERS
OCT 14 2025 3:50 PM
RECEIVED

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

_____ as Follows: FUND NO. _____
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County

_____ HAMMOND & GARY COURTHOUSES - 9302 as follows:
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. 1001 - 63510 Utilities	\$ 1,200,000.00
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

dy

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

_____ Lake County Commissioners *Michael Repay* 9/23/2025 September 23, 2025
Name of Department Signature & Date

PLEASE NOTE:

1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9302-61160	County General-Hammond & Gary Courthouse-Office & Clerical		40,000.00	0.00	0.00	28,786.27	28,786.27	11,213.73
1001-9302-61180	County General-Hammond & Gary Courthouse-Service/Maintenance		760,000.00	0.00	0.00	454,782.85	454,782.85	305,217.15
1001-9302-61190	County General-Hammond & Gary Courthouse-Part\Time		64,890.00	0.00	0.00	62,526.75	62,526.75	2,363.25
1001-9302-61210	County General-Hammond & Gary Courthouse-Longevity \-Deduction		4,218.00	0.00	0.00	0.00	0.00	4,218.00
1001-9302-62110	County General-Hammond & Gary Courthouse-Office Supplies		919.55	0.00	0.00	919.33	919.33	0.22
1001-9302-62240	County General-Hammond & Gary Courthouse-Househd & Instit Supplie		27,773.94	0.00	4,703.45	17,848.81	22,552.26	5,221.68
1001-9302-63240	County General-Hammond & Gary Courthouse-Telephone		328,475.53	0.00	91,889.87	188,464.39	280,354.26	48,121.27
1001-9302-63510	County General-Hammond & Gary Courthouse-Utilities		3,515,676.90	0.00	396,693.26	3,045,708.54	3,442,401.80	73,275.10
1001-9302-63610	County General-Hammond & Gary Courthouse-Building & Structures		29,756.65	0.00	2,778.69	22,885.60	25,664.29	4,092.36
1001-9302-63620	County General-Hammond & Gary Courthouse-Equipment Repair		10,226.99	0.00	3,074.76	3,237.03	6,311.79	3,915.20
1001-9302-63630	County General-Hammond & Gary Courthouse-Mainten & Service Cont		-2,115.17	0.00	0.00	0.00	0.00	-2,115.17
1001-9302-63995	County General-Hammond & Gary Courthouse-Other Services & Charges		34,998.34	0.00	3,386.75	15,185.71	18,572.46	16,425.88



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

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Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 26, 2025

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

Please place the attached Form 3 on the Council's October 14th agenda for approval. The request for transfer of funds is necessary to cover the part time payroll for the last 7 payroll periods of 2025.

Respectfully submitted,

Michael Repay

Michael C. Repay
President, Lake County Board of Commissioners

I. Request for Transfer of Funds
 II. Request for Additional appropriations
 III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

hammond & gary courthouses 9302 as Follows: FUND NO. 1001
Dept. Name & No.

FROM: Line Item No. & Title	Amount	To: Line Item No. & Title	Amount
1. 61180 Service & Maintenance	\$ 26,000.00	61190 Part Time	\$ 26,000.00
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

orig

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County as follows:

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Lake County Commissioners Michael Repay September 26, 2025
Name of Department Signature & Date

- PLEASE NOTE:
1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
 3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9302-61160	County General-Hammond & Gary Courthouse-Office & Clerical		40,000.00	0.00	0.00	28,786.27	28,786.27	11,213.73
1001-9302-61180	County General-Hammond & Gary Courthouse-Service/Maintenance		760,000.00	0.00	0.00	454,782.85	454,782.85	305,217.15
1001-9302-61190	County General-Hammond & Gary Courthouse-Partl-Time		64,890.00	0.00	0.00	62,526.75	62,526.75	2,363.25
1001-9302-61210	County General-Hammond & Gary Courthouse-Longevity \-Deduction		4,218.00	0.00	0.00	0.00	0.00	4,218.00
1001-9302-62110	County General-Hammond & Gary Courthouse-Office Supplies		919.55	0.00	0.00	919.33	919.33	0.22
1001-9302-62240	County General-Hammond & Gary Courthouse-Househld & Instit Supplie		27,773.94	0.00	4,803.13	19,024.59	23,827.72	3,946.22
1001-9302-63240	County General-Hammond & Gary Courthouse-Telephone		328,475.53	0.00	89,782.70	190,571.56	280,354.26	48,121.27
1001-9302-63510	County General-Hammond & Gary Courthouse-Utilities		3,515,676.90	0.00	347,896.73	3,163,505.07	3,511,401.80	4,275.10
1001-9302-63610	County General-Hammond & Gary Courthouse-Building & Structures		29,756.65	0.00	2,778.69	22,885.60	25,664.29	4,092.36
1001-9302-63620	County General-Hammond & Gary Courthouse-Equipment Repair		10,226.99	0.00	2,620.07	5,071.83	7,691.90	2,535.09
1001-9302-63630	County General-Hammond & Gary Courthouse-Mainten & Service Cont		-2,115.17	0.00	0.00	0.00	0.00	-2,115.17
1001-9302-63995	County General-Hammond & Gary Courthouse-Other Services & Charges		34,998.34	0.00	5,793.62	16,335.35	22,128.97	12,869.37



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

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Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 26, 2025

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

Please place the attached Form 3 on the Council's October 14th agenda for approval. The request for transfer of funds is necessary to cover the part time payroll for the last 7 payroll periods of 2025, and to cover a negative balance in the Part Time line item..

Respectfully submitted,

Michael Repay

Michael C. Repay
President, Lake County Board of Commissioners

I. Request for Transfer of Funds
 II. Request for Additional appropriations
 III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

GOVERNMENT CENTER - 9303 as Follows: FUND NO. 1001
Dept. Name & No.

FROM: Line Item No. & Title	Amount	To: Line Item No. & Title	Amount
1. 61170 SKILLED CRAFT WORKERS	\$ 42,000.00	61190 Part Time	\$ 42,000.00
2. 61180 SERVICE & MAINTENANCE	\$19,792	61190 Part Time	\$ 19,792.00
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
			Total: \$ 61,792.00

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County as follows:

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Lake County Commissioners Michael Repay September 26, 2025
Name of Department Signature & Date

PLEASE NOTE:

- ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
- ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-9303-61100	County General-Government Center-Overtime		7,710.00	0.00	0.00	2,948.73	2,948.73	4,761.27
1001-9303-61120	County General-Government Center-Professionals		153,740.00	0.00	0.00	112,010.45	112,010.45	41,729.55
1001-9303-61160	County General-Government Center-Office & Clerical		40,000.00	0.00	0.00	28,872.26	28,872.26	11,127.74
1001-9303-61170	County General-Government Center-Skilled Craft Workers		197,035.00	0.00	0.00	113,944.14	113,944.14	83,090.86
1001-9303-61180	County General-Government Center-Service/Maintenance		560,000.00	0.00	0.00	390,036.12	390,036.12	169,963.88
1001-9303-61190	County General-Government Center-Part-Time		117,157.00	0.00	0.00	136,948.50	136,948.50	-19,791.50
1001-9303-61210	County General-Government Center-Longevity \- Deduction		7,895.00	0.00	0.00	440.00	440.00	7,455.00
1001-9303-62110	County General-Government Center-Office Supplies		394.00	0.00	0.00	378.03	378.03	15.97
1001-9303-62210	County General-Government Center-Petroleum Products		9,330.99	0.00	407.65	7,560.73	7,968.38	1,362.61
1001-9303-62230	County General-Government Center-Clothing		4,416.12	0.00	0.00	3,456.66	3,456.66	959.46
1001-9303-62240	County General-Government Center-Household & Instit Supply		60,634.51	0.00	414.10	41,151.00	41,565.10	19,069.41
1001-9303-62320	County General-Government Center-Building Repair Supplies		36,548.74	0.00	2,418.96	6,533.07	8,952.03	27,596.71
1001-9303-62390	County General-Government Center-Other Repair & Mainten Su		77,329.98	0.00	15,007.98	37,222.28	52,230.26	25,099.72
1001-9303-63190	County General-Government Center-Other Professional Servic		25,288.60	0.00	6,753.85	9,932.44	16,686.29	8,602.31

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE RIVER
FOREST COMMUNITY SCHOOL CORPORATION AND LAKE COUNTY, INDIANA
FOR EQUIPMENT AND IMPROVEMENTS FOR RIVER FOREST HIGH SCHOOL
ATHLETIC'S IN HOBART TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE RIVER FOREST COMMUNITY SCHOOL CORPORATION AND LAKE COUNTY, INDIANA FOR EQUIPMENT AND IMPROVEMENTS FOR RIVER FOREST HIGH SCHOOL ATHLETIC'S IN HOBART TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the RIVER FOREST COMMUNITY SCHOOL CORPORATION, Lake County, Indiana, an Indiana School, by its board (hereinafter referred to as "RFCSC"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, RFCSC is a school corporation in Lake County, Indiana; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, RFCSC and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, RFCSC and COUNTY are empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, RFCSC and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for equipment and improvement costs which will be incurred by RFCSC for RIVER FOREST HIGH SCHOOL Athletics, hereafter referred to as EQUIPMENT; and

WHEREAS, RFCSC, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the EQUIPMENT is in the best interests of the residents and students of RFCSC and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, **THEREFORE**, **RFCSC** and **COUNTY**, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and delivery of the Equipment as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of **RFCSC** and **COUNTY** concerning the **EQUIPMENT**.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: EQUIPMENT DEFINED.

This **EQUIPMENT** is for **RIVER FOREST HIGH SCHOOL Athletics** which will improve public health and will benefit the citizens of Lake County, Indiana.

SECTION 5: EQUIPMENT FUNDING.

COUNTY agrees to pay to **RFCSC** within thirty (30) days of **RFCSC** commencing the equipment purchase(s), the amount of **THIRTY-NINE THOUSAND FORTY-EIGHT DOLLARS and EIGHTY-EIGHT CENTS (\$39,048.88)** to help fund the Equipment. This contribution of **COUNTY** is solely for costs **RFCSC** will incur for the **EQUIPMENT**.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) **RFCSC** shall use the funds for equipment costs which will be incurred by **RFCSC** for **RIVER FOREST HIGH SCHOOL Athletics**.
- 2) With the \$39,048.88 received from **LAKE COUNTY**, **RFCSC** shall use the funds for **RIVER FOREST HIGH SCHOOL Athletics**.

B. The **SECRETARY** or **TREASURER OF RFCSC**, is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.

- C. RFCSC shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by RFCSC, the COUNTY will not be in privity of contract with any person or company contacted by RFCSC to provide the equipment, and COUNTY'S only involvement is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and RFCSC shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during these purchases.
- E. The purchases will be deemed completed when RFCSC certifies to COUNTY the purchases have been made and the products delivered and provides COUNTY with a detailed list of how the funds were used for the purchased equipment.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, RFCSC and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of RFCSC and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.



SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

River Forest Community School Corp District Office 3300 Indiana Street Hobart, IN 46342	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilwoman Christine Cid 2293 North Main Street Crown Pt., In 46307
--	--	---

SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that RFCSC and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) RFCSC School Board as the executive and fiscal body of RFCSC, an Indiana School Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 17th day of September, 2025.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS**


Kyle Allen, Sr., 1st District


Jerry Tippy, 2nd District


Michael C. Repay, 3rd District

ATTEST:


Peggy Katona, Auditor

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2025.

**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**

David Hamm, 1st District

Ronald G. Brewer, 2nd District

Charlie Brown, 3rd District

Pete Lindemulder, 4th District

Christine Cid, 5th District

Ted Bilski, 6th District

Randy Niemeyer, 7th District

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2025.

**River Forest Community School Corp
School Board:**

Steven Kissel, President

Ricardo Perez, Vice President

Steven Bucko, Secretary

Myrta Sylvia Perez, At Large

Hector Guzman, Member

RESOLUTION NO. _____

**RESOLUTION PERMITTING THE LAKE COUNTY
COMMISSIONERS TO PAY OUTSTANDING
2024 INVOICES/DEBTS FROM THE 2025 BUDGET**

WHEREAS, the Lake County Commissioners are currently operating in the 2025 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2024, have not been paid:

<u>1651-6002-63610</u>	<u>Building & Structures</u>
Keough Mechanical Corp.	\$ 656.38
Grainger	\$ 292.02
Grainger	<u>79.48</u>
	\$ 371.50
Tri-Electronics, Inc.	\$12,935.46
Tri-Electronics, Inc.	<u>87.50</u>
	\$13,022.96
Gariup Construction	\$ 2,242.00
Total:	\$16,292.84; and

WHEREAS, the Lake County Commissioners desire to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2024 expenses shall be paid from the Lake County Commissioners' 2025 Budget:

<u>1651-6002-63610</u>	<u>Building & Structures</u>
Keough Mechanical Corp.	\$ 656.38
Grainger	\$ 292.02
Grainger	<u>79.48</u>
	\$ 371.50
Tri-Electronics, Inc.	\$12,935.46
Tri-Electronics, Inc.	<u>87.50</u>
	\$13,022.96
Gariup Construction	\$ 2,242.00
Total:	\$16,292.84

SO RESOLVED THIS 14th day of October, 2025.

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



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

2293 North Main Street
Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 25, 2025

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

Please accept this request to place on the Council's October 14th agenda for approval to pay outstanding 2024 invoices from the 2025 budget. The attached invoices are for services and supplies provided by; 1) Keough Mechanical (Invoice 15943); 2) Grainger (Invoices 9283862259 & 9209869149); 3) Tri-Electronics, Inc. (Invoices 1007424 & 1007360); and 4) Gariup Construction (Invoice 16708). The reasons for this request was due to the following: oversight; a delay by the contractor to submit the invoices; our staff working to determine their accuracy; and resolving disputes on which department was obligated to pay. The invoices are to be paid out of the following: **1651-6002-63610**.

Respectfully submitted,

Michael Repay

Michael C. Repay
President, Lake County Board of Commissioners



INVOICE

1701 CLINE AVENUE
GARY, IN 46406-2225
www.grainger.com

GRAINGER ACCOUNT NUMBER 888051166
INVOICE NUMBER 9283862259
INVOICE DATE 10/16/2024
DUE DATE 11/15/2024
AMOUNT DUE \$292.02

SHIP TO
ATTN: LCGC HVAC
LAKE COUNTY GOVERNMENT CENTER
Mail Rm /A-115-HVAC
2293 N Main St
Crown Point IN 46307-1854

PO NUMBER: ~~2402204~~
PROJECT/JOB: SAFETY EQPT
CALLER: ROBERT HOLL
CUSTOMER PHONE: 2197563172
ORDER NUMBER: 1529746598
INCO TERMS: FOB DESTINATION

BILL TO
LAKE COUNTY GOVERNMENT CENTER HVAC
LAKE COUNTY GOVERNMENT CENTER
A1 15 HVAC
2293 N MAIN ST
CROWN POINT IN 46307-1854

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FE NUMBER 36-1150280

FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE#	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	61DD35	FULL BODY HARNESS, VEST, YELLOW, L SIZE MANUFACTURER # 61DD35 Delivery #: 6648287007 Date: 10/16/2024 Carrier: FDX GROUND No: of Pkgs: 1 Wt: 7.900 Trk #: 423194483072 SHIPPED FROM: DC MINOOKA 005 701 GRAINGER WAY, MINOOKA, IL 60447-9998	2	146.01	292.02 ✓

Account # 62390

APPROVED

By Robert W. Holl at 11:52 am, Sep 08, 2025

INVOICE SUB TOTAL 292.02 ✓

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (i) DISPUTE RESOLUTION REMEDIES, AND (ii) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after Inv IN U.S. DOLLARS. **AMOUNT DUE \$292.02**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

LAKE COUNTY GOVERNMENT CENTER HVAC
LAKE COUNTY GOVERNMENT CENTER
A1 15 HVAC
2293 N MAIN ST
CROWN POINT IN 46307-1854
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 888051166
PALATINE, IL 60038-0001

8880511669283862259100002920210000000100000001000000024111560

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	888051166	10/16/2024	9283862259	\$292.02



INVOICE

1701 CLINE AVENUE
GARY, IN 46406-2225
www.grainger.com

GRAINGER ACCOUNT NUMBER 801564642
INVOICE NUMBER 9209869149
INVOICE DATE 08/08/2024
DUE DATE 09/07/2024
AMOUNT DUE \$79.48

SHIP TO

LAKE COUNTY GOVERNMENT CENTER
George Cilek ROOM A-115
2293 N Main St Fl 2
Crown Point IN 46307-1854

PO NUMBER: 02401685
CALLER: GEORGE CILEK
CUSTOMER PHONE: 2197553174
ORDER NUMBER: 1523267641
INCO TERMS: FOB DESTINATION

BILL TO

LAKE COUNTY GOVERNMENT CENTER
ENGINEERING OFFICE
BLDG A
2293 N MAIN ST FL 2
CROWN POINT IN 46307-1854

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280

FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1NNW9	WET MOP, GREEN, PET MANUFACTURER # 1NNW9 Delivery #:6640663705 Date: 08/08/2024 Carrier: FDX GROUND No:of Pkgs:1 Wt: 5.400 Trk #:410618035840 SHIPPED FROM: DC MINOOKA 005 701 GRAINGER WAY,MINOOKA,IL 60447-9998	4	19.87	79.48

Handwritten in blue ink:
OK
08.25.2025

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL 79.48

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE \$79.48

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

LAKE COUNTY GOVERNMENT CENTER
ENGINEERING OFFICE
BLDG A
2293 N MAIN ST FL 2
CROWN POINT IN 46307-1854
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 801564642
PALATINE, IL 60038-0001

Handwritten signature: George Cilek

801564642920986914910000079481000000010000000100000024090739

X

ACCOUNT NUMBER 801564642 DATE 08/08/2024 INVOICE NUMBER 9209869149 AMOUNT DUE \$79.48

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

8/25



6231 Calumet Ave
 Hammond, IN 46324
 www.tri-electronics.com
 Tel. 219-931-6850
 Fax. 219-933-3545

Tri-Electronics, Inc.

PLEASE PAY BY	AMOUNT	INVOICE DATE
04/17/2024	\$12,935.46	03/18/2024

INVOICE NO. 1007424

LAKE COUNTY HEALTH DEPARTMENT
 2293 N MAIN STREET
 CROWN POINT IN 46307

Job No.: 46021
Site: 2900 W 93RD AV Crown Point
Site Address: 2900 W 93RD AV
 CROWN POINT IN 46307
Site Contact: Roberr
Site Phone: 219-801-9731
Salesperson: Chase Donovan
Order No.: Mark

Description

Access Control for Health Department Remodel

Access Control for (4) Doors

Security Sale

Part #	Item	Quantity
MX-8-N3	HIRSCH - MX CONTROLLER, 8 DOOR W/SNIB3 & MELM3	1.00
MELM3	HIRSCH - LINE MODULE, 3 INPUT MINIATURE	4.00
25293B	WEST PENN - 2C 18AWG STRANDED PLENUM	2000.00
5395CK100	HID - PROXIMITY READER, THINLINE II SIA 26 BIT WIEGAND/BLACK	4.00
	Labor	38.00 hrs
Total		\$12,935.46
Incl. Tax of		\$0.00

Thank you.

Sub-Total ex Tax	\$12,935.46
Tax	\$0.00
Total inc Tax	\$12,935.46
Amount Applied	\$0.00
Balance Due	\$12,935.46

How To Pay



Mail

Detach this section and mail check to:

Tri-Electronics, Inc.
 6231 Calumet Ave
 Hammond, IN 46324



Credit Card (MasterCard or Visa)

Pay Online trielectronics.simprosuite.com/payment/

Please call 219-931-6850 to pay over the phone.

INVOICE NO. 1007424

DUE DATE: 04/17/2024 AMOUNT DUE: \$12,935.46



6231 Calumet Ave
 Hammond, IN 46324
 www.tri-electronics.com
 Tel. 219-931-6850
 Fax. 219-933-3545

Tri-Electronics, Inc.

PLEASE PAY BY	AMOUNT	INVOICE DATE
04/12/2024	\$87.50	03/13/2024

INVOICE NO. 1007360

PURDUE EXTENSION-LAKE COUNTY
 2293 N MAIN STRET
 CROWN POINT IN 46307

Job No.:	46287
Site:	2293 N MAIN STRET Crown Point
Site Address:	2293 N MAIN STRET CROWN POINT IN 46307
Site Contact:	
Site Phone:	
Salesperson:	Valerie Hernandez
Order No.:	T&M

Description

THE TIME CHANGE IS CAUSING THE DOORS TO UNLOCK AN HOUR LATER. TIME NEEDS TO ADJUSTED ON THE INTERIOR DOORS.

LOCATION: 2291 N. MAIN ST. CROWN POINT

CONTACT: ANITA BROWN 219-755-3240

Ben Crozier (03/11/2024) - Work Note

RS2 server PC was caught on a Windows update screen and was not running the services at the time change. Thus, the panel did not adjust to time. Forced a panel time change to restore the schedule.

Security Service

Part #	Item	Quantity	Unit Price	Total
	Service Fee	1.00	\$25.00	\$25.00
	Labor	0.50 hrs	\$125.00	\$62.50
Total				\$87.50
Incl. Tax of				\$0.00

Thank you.

Sub-Total ex Tax	\$87.50
Tax	\$0.00
Total inc Tax	\$87.50
Amount Applied	\$0.00
Balance Due	\$87.50

Handwritten: TB 08.04.2025



6231 Calumet Ave
Hammond, IN 46324
www.tri-electronics.com
Tel. 219-931-6850
Fax. 219-933-3545

Tri-Electronics, Inc.

PLEASE PAY BY	AMOUNT	INVOICE DATE
04/12/2024	\$87.50	03/13/2024

INVOICE NO. 1007360

How To Pay

INVOICE NO. 1007360



Mail

Detach this section and mail check to:

Tri-Electronics, Inc.
6231 Calumet Ave
Hammond, IN 46324



Credit Card (MasterCard or Visa)

Pay Online trielelectronics.simprosuite.com/payment/

Please call 219-931-6850 to pay over the phone.

DUE DATE:	04/12/2024	AMOUNT DUE:	\$87.50
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CONSTRUCTION

PO Box 64879 Gary, IN 46401
Phone: (219) 887-5233 Fax: (219) 981-3679

Invoice

Invoice Number
16708
Invoice Date
10/3/2024

Bill To: Lake County Commissioners
2293 N. Main Street

Crown Point, IN 46307

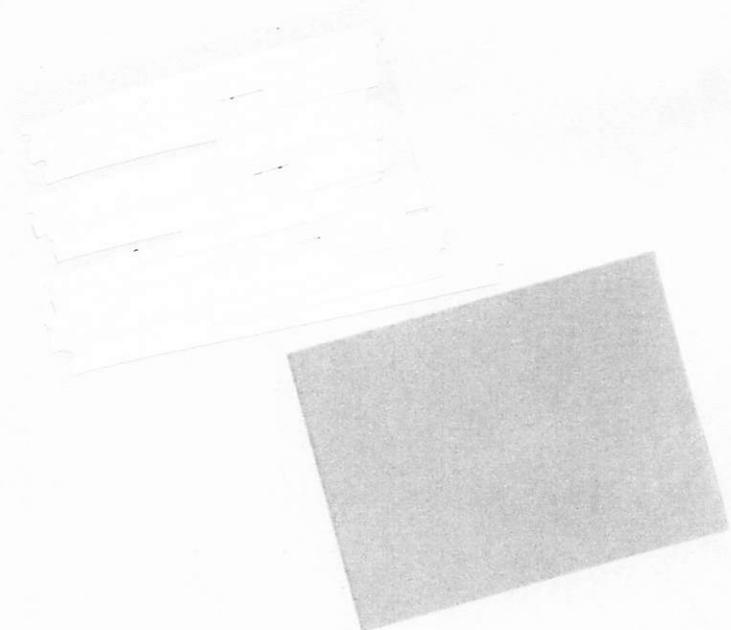
Re: LC Govt Center Stair Repairs
2293 N. Main Street

Crown Point, IN 46307

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
24013T			Net 30	11/2/2024
Description				Price

Billing for the completed T&M work per the attached backup.

2,242.00



Subtotal	\$	2,242.00
Sales Tax (if applicable)	\$	0.00
Total Due	\$	2,242.00

Thank you for your business!

5/12



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

2293 North Main Street
Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 23, 2025

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

A handwritten signature in cursive script, appearing to read "Aley".

Please place the two attached Form 3's on the Council's October 14th agenda for approval. One is for an emergency appropriation reduction request from PERF and the other is an emergency additional appropriation of those funds into the Hammond and Gary Courthouses utilities account which is necessary to ensure continuity of operations and covering necessary operational expenses.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Michael Repay".

Michael C. Repay
President, Lake County Board of Commissioners

LAKE COUNTY BOARD OF COMMISSIONERS
OCT 14 2025 3:50 PM
RECEIVED

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

_____ as Follows: FUND NO. _____
Dept. Name & No.

FROM:	Line Item No. & Title	Amount	To:	Line Item No. & Title	Amount
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

II. Honorable Members of the Lake County Council: Please Allow emergency **APPROPRIATION REDUCTION** within the current budget of the Lake County **COMMISSIONERS - 6002** as follows:

FUND, Line Item No. & Title	Amount
1. 1001 - 61330 PERFIDEDUCTION	(-1,200,000.00)
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

dy

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

_____ Copy to the Lake County council.
Dept. Name & No.

FUND, Line Item No. & Title	Amount
1.	_____
2.	_____
3.	_____

_____ Lake County Commissioners _____ September 23, 2025
 Name of Department Signature & Date

PLEASE NOTE:

- ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
- ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
- ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-6002-61110	County General-Lake County Commissioners-Official & Administrators		355,656.00	0.00	0.00	320,985.87	320,985.87	34,670.13
1001-6002-61120	County General-Lake County Commissioners-Professionals		392,035.00	0.00	0.00	223,760.89	223,760.89	168,274.11
1001-6002-61160	County General-Lake County Commissioners-Office & Clerical		552,269.00	0.00	0.00	363,581.13	363,581.13	188,687.87
1001-6002-61190	County General-Lake County Commissioners-Part-Time		18,150.00	0.00	0.00	416.00	416.00	17,734.00
1001-6002-61210	County General-Lake County Commissioners-Longevity \- Deduction		6,294.00	0.00	0.00	0.00	0.00	6,294.00
1001-6002-61320	County General-Lake County Commissioners-FICA \- Deduction		7,429,407.00	0.00	0.00	4,950,774.72	4,950,774.72	2,478,632.28
1001-6002-61330	County General-Lake County Commissioners-PERF \- Deduction		12,533,596.00	0.00	0.00	7,141,570.49	7,141,570.49	5,392,025.51
1001-6002-61340	County General-Lake County Commissioners-Group Insurance \- Deduction		43,009,321.00	0.00	0.00	27,899,480.43	27,899,480.43	15,109,840.57
1001-6002-61350	County General-Lake County Commissioners-Unemployment Comp \- Ded		131,969.38	0.00	12,834.18	119,135.20	131,969.38	0.00
1001-6002-61360	County General-Lake County Commissioners-Workman's Comp \- Ded		1,407,770.00	0.00	0.00	952,953.11	952,953.11	454,816.89
1001-6002-62110	County General-Lake County Commissioners-Office Supplies		6,360.07	0.00	1,108.03	2,100.24	3,208.27	3,151.80

✗



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

2293 North Main Street
Crown Point, Indiana 46307
Phone: (219) 755-3200
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District
Jerry Tippy, Second District
Michael C. Repay, Third District

September 26, 2025

only

To: President Christine Cid and Honorable Council Members
Fr: Lake County Board of Commissioners
Re: October 14, 2025 County Council Agenda

Please place the attached Form 3 on the Council's October 14th agenda for approval. The request for transfer of funds is necessary to cover the estimated expense for postage costs for the remainder of 2025 and to cover the costs of Unemployment Compensation Deductions for the last 7 payroll periods of 2025.

Respectfully submitted,

Michael Repay

Michael C. Repay
President, Lake County Board of Commissioners

- I. Request for Transfer of Funds
- II. Request for Additional appropriations
- III. Request to Encumber Appropriated Funds

All requests (originals) must be directed to the Lake County Auditor and must be accompanied by a letter of explanation signed by the Elected Official or department head. One copy to the County Council office.

I. Honorable Members of the Lake County Council: Please transfer funds within the current budget of the Lake County

COMMISSIONERS - 6002 as Follows: FUND NO. 1001

Dept. Name & No.

FROM: Line Item No. & Title	Amount	To: Line Item No. & Title	Amount
1. <u>61160 OFFICE CLERICAL</u>	\$ 40,000.00	<u>63220 POSTAGE</u>	\$ 40,000.00
2. <u>63958 PUBLIC TRANSPORTATION</u>	\$ 60,000.00	<u>61350 UNEMPLOYMENT COMP</u>	\$ 60,000.00
3. _____		_____	
4. _____		_____	
5. _____		_____	
Total:			\$ 100,000.00

II. Honorable Members of the Lake County Council: Please Allow emergency additional appropriations within the current budget of the Lake County as follows:

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

III. Honorable Lake County Auditor: Please encumber funds within the current budget of the Lake County as follows along with evidence of the obligation for which the encumbrance shall be used.

Dept. Name & No. Copy to the Lake County council.

FUND, Line Item No. & Title	Amount
1. _____	_____
2. _____	_____
3. _____	_____

Lake County Commissioners
Name of Department
Michael Repay
Signature & Date
September 26, 2025

- PLEASE NOTE:
1. ALL REQUESTS FOR TRANSFERS MUST BE RECEIVED BY THE AUDITOR 10 DAYS PREVIOUS TO THE COUNCIL'S MEETING DATE (2ND TUESDAY OF EACH MONTH).
 2. ALL REQUESTS FOR ADDITIONAL FUNDS MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO REGULAR MEETING DATE (2ND TUESDAY OF EACH MONTH)
 3. ALL REQUESTS FOR ENCUMBRANCES MUST BE RECEIVED BY THE AUDITOR 3 WEEKS PREVIOUS TO DECEMBER 31ST OF EACH BUDGET YEAR.

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-6002-61110	County General-Lake County Commissioners-Official & Administrators		355,656.00	0.00	0.00	320,985.87	320,985.87	34,670.13
1001-6002-61120	County General-Lake County Commissioners-Professionals		392,035.00	0.00	0.00	223,760.89	223,760.89	168,274.11
1001-6002-61160	County General-Lake County Commissioners-Office & Clerical		552,269.00	0.00	0.00	363,581.13	363,581.13	188,687.87
1001-6002-61190	County General-Lake County Commissioners-Part-Time		18,150.00	0.00	0.00	416.00	416.00	17,734.00
1001-6002-61210	County General-Lake County Commissioners-Longevity \- Deduction		6,294.00	0.00	0.00	0.00	0.00	6,294.00
1001-6002-61320	County General-Lake County Commissioners-FICA \- Deduction		7,429,407.00	0.00	0.00	4,950,774.72	4,950,774.72	2,478,632.28
1001-6002-61330	County General-Lake County Commissioners-PERF \- Deduction		12,533,596.00	0.00	0.00	7,141,570.49	7,141,570.49	5,392,025.51
1001-6002-61340	County General-Lake County Commissioners-Group Insurance \- Deduction		43,009,321.00	0.00	0.00	27,899,480.43	27,899,480.43	15,109,840.57
1001-6002-61350	County General-Lake County Commissioners-Unemployment Comp \- Deduction		131,969.38	0.00	12,834.18	119,135.20	131,969.38	0.00
1001-6002-61360	County General-Lake County Commissioners-Workman's Comp \- Deduction		1,407,770.00	0.00	0.00	952,953.11	952,953.11	454,816.89
1001-6002-62110	County General-Lake County Commissioners-Office Supplies		6,360.07	0.00	1,108.03	2,100.24	3,208.27	3,151.80

ek

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-6002-62390	County General-Lake County Commissioners-Other Repair & Mainten Su		15,073.00	0.00	0.00	15.64	15.64	15,057.36
1001-6002-63120	County General-Lake County Commissioners-Medical & Hospital Servic		355,500.00	0.00	0.00	0.00	0.00	355,500.00
1001-6002-63150	County General-Lake County Commissioners-Consultant Fees		113,628.00	0.00	33,249.32	57,498.64	90,747.96	22,880.04
1001-6002-63165	County General-Lake County Commissioners-Kankakee River Eng.		20.00	0.00	0.00	0.00	0.00	20.00
1001-6002-63220	County General-Lake County Commissioners-Postage		786,966.67	0.00	3,091.60	780,190.37	783,281.97	3,684.70
1001-6002-63231	County General-Lake County Commissioners-Travel \- Registration		6,073.00	0.00	0.00	350.00	350.00	5,723.00
1001-6002-63232	County General-Lake County Commissioners-Travel \- Meals		1,116.00	0.00	0.00	670.00	670.00	446.00
1001-6002-63233	County General-Lake County Commissioners-Travel \- Lodging		4,780.00	0.00	0.00	4,007.87	4,007.87	772.13
1001-6002-63234	County General-Lake County Commissioners-Travel \- Trans/Other		2,143.00	0.00	0.00	818.53	818.53	1,324.47
1001-6002-63235	County General-Lake County Commissioners-Travel \- Mileage		2,555.00	0.00	0.00	1,526.70	1,526.70	1,028.30
1001-6002-63310	County General-Lake County Commissioners-Printing		145,138.04	0.00	13,948.68	108,385.34	122,334.02	22,804.02

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-6002-63320	County General-Lake County Commissioners-Advertising		32,460.41	0.00	7,740.41	10,339.69	18,080.10	14,380.31
1001-6002-63340	County General-Lake County Commissioners-Legal Services		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-63390	County General-Lake County Commissioners-Other Services		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-63610	County General-Lake County Commissioners-Building & Structures		328.50	0.00	327.50	0.00	327.50	1.00
1001-6002-63620	County General-Lake County Commissioners-Equipment Repair		1,346.00	0.00	0.00	446.00	446.00	900.00
1001-6002-63630	County General-Lake County Commissioners-Mainten & Service Cont		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-63710	County General-Lake County Commissioners-Equipment Rentals		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-63910	County General-Lake County Commissioners-Dues & Subscriptions		23,999.00	0.00	0.00	21,298.60	21,298.60	2,700.40
1001-6002-63950	County General-Lake County Commissioners-License & Titles		11,322.33	0.00	665.81	5,414.33	6,080.14	5,242.19
1001-6002-63955	County General-Lake County Commissioners-Official bonds		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-63956	County General-Lake County Commissioners-Fair Premiums & Ex		1.00	0.00	0.00	0.00	0.00	1.00

Budget Account	Budget Account Description	Prior Year Encumbrance (Carried over as of 01/01)	Total Available Budget (Prior Year Encumbrance + CY Budget)	Requisition Commitments	Purchase Order Obligations	Invoice Expenditure	Total Expenditure	Funds Available
1001-6002-63957	County General-Lake County Commissioners-Community Mental Health C		1,905,127.00	0.00	0.00	1,876,184.00	1,876,184.00	28,943.00
1001-6002-63958	County General-Lake County Commissioners-Public Transportation		324,450.00	0.00	0.00	0.00	0.00	324,450.00
1001-6002-63973	County General-Lake County Commissioners-Mental Health Center		3,688,766.00	0.00	0.00	2,123,395.72	2,123,395.72	1,565,370.28
1001-6002-63976	County General-Lake County Commissioners-Patients and Inmates		8,945.75	0.00	945.75	5,408.92	6,354.67	2,591.08
1001-6002-63977	County General-Lake County Commissioners-Burial of Military		96,367.00	0.00	0.00	54,249.00	54,249.00	42,118.00
1001-6002-63995	County General-Lake County Commissioners-Other Services & Charges		1.00	0.00	0.00	0.00	0.00	1.00
1001-6002-64490	County General-Lake County Commissioners-Other Equipment		1,796.00	0.00	1,795.00	0.00	1,795.00	1.00
1001-6002-64500	County General-Lake County Commissioners-Construction & Reconstruct		572,197.75	0.00	565,726.75	6,470.00	572,196.75	1.00
1001-6002-64510	County General-Lake County Commissioners-Other Capital Outlay		24,428.50	0.00	0.00	24,427.50	24,427.50	1.00

Detail Expenses

Budget Account	Period Name	GL Date	Expenditure
1001-6002-61110	Jan-25	01/13/2025	15540.24

ORDINANCE NO. _____

ORDINANCE REPEALING AND RESCINDING
ORDINANCE NO. 1451B ADOPTED ON OCTOBER 13, 2020, THE ORDINANCE
ESTABLISHING THE LAKE COUNTY COUNCIL AS THE LAKE COUNTY
PURCHASING AGENCY PURSUANT TO INDIANA CODE 36-1-3.5-5(b)(3)

WHEREAS, pursuant to I.C. 36-2-3.5-3, the Lake County Council is the County legislative body, as well as the County fiscal body; and

WHEREAS, pursuant to I.C. 36-2-3.5-5(b)(3), the Lake County Council may pass ordinances, orders, resolutions, and motions for the government of the County, in the manner prescribed by I.C. 36-2-4, et. seq.; and

WHEREAS, on October 13, 2020, the Lake County Council adopted Ordinance No. 1451B, the Ordinance Establishing the Lake County Council as the Lake County Purchasing Agency Pursuant to Indiana Code 36-1-3.5-5(b)(3); and

WHEREAS, the current statute, I.C. 36-2-3.5-7, effective April 20, 2023, applies to Lake County and provides the county executive shall have jurisdiction over both of the following, which were previously under the jurisdiction of the legislative body of the county: (1) The county purchasing agency; (2) The county data processing agency; and

WHEREAS, the Lake County Council now desires to rescind and repeal Ordinance No. 1451B, the Ordinance Establishing the Lake County Council as the Lake County Purchasing Agency Pursuant to Indiana Code 36-1-3.5-5(b)(3).

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1451B adopted on October 13, 2020, the Ordinance Establishing the Lake County Council as the Lake County Purchasing Agency Pursuant to Indiana Code 36-1-3.5-5(b)(3) is hereby rescinded and repealed, along with any and all amendments to the Ordinance.

SO ORDAINED THIS ____ DAY OF OCTOBER, 2025.

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

ORDINANCE NO. 1451B

ORDINANCE ESTABLISHING THE LAKE COUNTY
COUNCIL AS THE LAKE COUNTY PURCHASING AGENCY
PURSUANT TO INDIANA CODE 36-1-3.5-5(b)(3)

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

WHEREAS, Indiana Code 36-2-3.5-5(b)(3) provides that the Lake County Council may pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

WHEREAS, Indiana Code 36-2-3.5-5(b)(6) provides that the Lake County Council may establish by ordinance new county departments, divisions, or agencies wherever necessary to promote efficient county government; and

WHEREAS, Indiana Code 36-1-3.5-1, et. seq., provides for the transfer of jurisdiction of certain local matters from the Indiana General Assembly to local legislative authorities (*As added by Acts 1981, P.L. 17, SEC. 4*); and

WHEREAS, Indiana Code 36-1-3.5-1 provides the Policy and Purpose of the Transfer of Jurisdiction as follows:

Sec. 1. The policy of the state is that in all cases where a general law can be made applicable, all laws should be general and of uniform operation throughout the state, as provided by Article 4, Section 23 of the Constitution of Indiana. In addition, the policy of the state is that in local affairs where a general law cannot be made applicable, the applicable laws should be determined by the local legislative authorities under the home rule provisions of this title, particularly I.C. 36-1-3-5. Therefore, the purpose of this chapter is to transfer to the appropriate local authorities jurisdiction over certain local matters that, before the 1981 regular session of the general assembly, have been subjects of statutory concern. *As added by Acts 1981, P.L. 17, SEC. 4.*; and

WHEREAS, Indiana Code 36-1-3.5-5 provides for the transfer of jurisdiction of the county purchasing agency to the Lake County Council, which in part states:

**I.C. 36-1-3.5-5 Lake County; transfer of jurisdiction to
legislative body of county**

Sec. 5.(a) This section **applies to Lake County.**

(b) Jurisdiction over the following local matters, which before the 1981 regular session of the general assembly have been subjects of statutory concern,

is transferred to the legislative body of the county:

...

(3) County purchasing agency (formerly governed by I.C. 17-3-77).

(4) County data processing agency (formerly governed by I.C. 17-2-74).

As added by Acts 1981, P.L. 17, SEC. 4. Amended by P.L. 12-1992, SEC. 144; P.L. 119-2012, SEC. 171, eff. April 1, 2012.; and

WHEREAS, Indiana Code 5-22-2-24 defines "Purchase" as follows:

5-22-2-24 "Purchase"

Sec. 24. (a) "Purchase" includes buy, procure, rent, lease, or otherwise acquire.

(b) The term includes the following activities:

(1) Description of requirements.

(2) Solicitation or selection of sources.

(3) Preparation and award of contract.

(4) All phases of contract administration.

(5) All functions that pertain to purchasing.

As added by P.L. 49-1997, SEC. 1; and

WHEREAS, Indiana Code 5-22-2-25 defines "Purchasing agency" as follows:

5-22-2-25 "Purchasing agency"

Sec. 25. "Purchasing agency" means a governmental body that is authorized to enter into contracts by this article, rules adopted under this article, or by another law.

As added by P.L. 49-1997, SEC. 1.

Historical and Statutory Notes

Formerly:

I.C. 4-13.5-1-24.

Acts 1981, P.L. 32, SEC. 1.; and

WHEREAS, Indiana Code 5-22-2-26 defines "Purchasing agent" as follows:

5-22-2-26 "Purchasing agent"

Sec. 26. "Purchasing agent" means an individual authorized by a purchasing agency to act as an agent for the purchasing agency in the administration of the duties of the purchasing agency.

As added by P.L. 49-1997, SEC. 1.; and

WHEREAS, Indiana Code 5-22-4-5 defines "Purchasing agencies for political subdivisions"

as follows:

5-22-4-5 Purchasing agencies for political subdivisions

Sec. 5. (a) The purchasing agency for a political subdivision is the person designated by law or by rule of the governmental body.

(b) The individuals designated by the purchasing agency are the purchasing agents for the governmental body.

As added by P.L. 49-1997, SEC. 1.; and

WHEREAS, Indiana Code 5-22-4-6 defines "Limitation on number of purchasing agents" as follows:

5-22-4-6 Limitation on number of purchasing agents

Sec. 6. A purchasing agency may have more than one (1) purchasing agent.

As added by P.L. 49-1997, SEC. 1.; and

WHEREAS, pursuant to I.C. 36-1-3.5-5(b)(3) the Lake County Council, as the legislative body for Lake County, Indiana, desires to establish the Lake County Council as the Lake County Purchasing Agency.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

A. ESTABLISHMENT.

Pursuant to I.C. 5-22-4-5(a) the purchasing agency for a political subdivision is the person designated by law or by the rule of a governmental body. Pursuant to I.C. 36-1-3.5-5(b)(3) the Lake County Council is hereby established as the purchasing agency for Lake County, Indiana for the purchase of all or certain services, supplies, materials and equipment as under existing laws are permitted to be purchased with County funds for any or all purposes. The agency shall be known as the Lake County Purchasing Agency. Any prior motion, resolution or ordinance and its amendments establishing a County Purchasing Agency for Lake County, Indiana is rescinded and repealed.

B. POWERS AND DUTIES.

The Purchasing Agency shall have the powers and duties afforded it by the Lake County Council. In determining and defining the powers and duties, the Lake County Council shall formulate, and enter of record in the County records, a statement prescribing and defining clearly and succinctly the field of activity of the agency, setting forth the types of purchases authorized to be made with County funds.

The term "Purchase" as defined by I.C. 5-22-2-24 shall include the following:

1. "Purchase" includes any buy, procure, rent, lease or otherwise acquire.

The term includes the following activities:

1. Description of requirements;
2. Solicitation or selection of sources;
3. Reparation and/or award of contracts;
4. All phases of contract administration;
5. All functions that pertain to purchasing.

C. RULES AND PROCEDURES OF AGENCY.

The Lake County Council shall adopt any rules and regulations as may be necessary to define the scope and method of the activities of the personnel of the Agency. The rules and regulations may be from time to time amended, or the orders, herein prescribed to be entered creating this Agency, may be set aside and vacated at the annual reorganization meeting of the Lake County Council; provided, that, before any rule, regulation or order creating, operating and maintaining a purchasing agency created under the provisions of this section is set aside and vacated, it shall be the duty of the Lake County Council to give 30 days' public notice to the effect that it is the intention of the Council to set aside and vacate the rule, regulation or order creating a purchasing agency. This notice shall be given by publishing the same twice in two newspapers of general circulation in the County, and the least of the two publications shall not be later than three weeks before the time of the annual reorganization meeting. It shall be the duty of the County Auditor to post at the Courthouse door, at least 21 days before the reorganization meeting, a copy of the notice. If any rule, regulation or order creating the purchasing agency is set aside and vacated at the annual reorganization meeting, the agency shall cease and terminate. All purchases of services, supplies, materials and equipment shall be made only after notice has been given and advertised as provided by law for purchases made by the agency.

D. AGENCY PERSONNEL.

The personnel of the Agency shall consist of a Purchasing Agent and any other employees as shall be deemed reasonably necessary for the operation of the Agency. The Purchasing Agency may have more than one Purchasing Agent. The Lake County Council shall determine the qualifications required for the personnel. The number and annual compensation of the personnel, including the Purchasing Agent, shall be determined by the County Council.

E. APPOINTMENT OF PURCHASING AGENCY.

The Lake County Council shall appoint one or more Purchasing Agents and shall furnish him or her blank forms, books, stationery and other devices and means necessary for use

of himself or herself and employees in performing the duties imposed on him or her.

F. BOND AND OATH OF PURCHASING AGENCY AND EMPLOYEES.

The Purchasing Agents and all employees of the Agency shall, before entering on performance of their duties, take an oath and give bond in the sum and with the surety as the Lake County Council may have prescribed in its rules and regulations. The bond evidenced and preserved as required by law in case of county officers; provided, the bond of the agent shall not be less than \$10,000.00.

G. POWERS AND DUTIES OF PURCHASING AGENTS.

The Purchasing Agents, after qualifying, shall have power and is hereby authorized to employ and discharge at his or her discretion the employees permitted him or her, and to purchase all services, supplies, materials and equipment as may be prescribed of record by the Lake County Council, after having received requisition or duplicate thereof from the individuals or bodies as may be authorized to require and use, for any public purpose, services, supplies, materials and equipment to be paid for by the County's funds and the Lake County Council's approval of any surplus; provided, however, no services, supplies, materials or equipment prescribed as aforesaid to be purchased through the County agency shall thereafter be purchased by any other person or body, and all requisitions or duplicates thereof shall be endorsed "approved", together with the date of approval thereof, by the Lake County Council prior to purchase thereunder.

The Purchasing Agent may delegate to his or her employees any authority as necessary to perform any part of his or her duties of them required.

H. PURCHASE OF SUPPLIES AND MATERIALS.

The Purchasing Agent shall buy all services, supplies, materials and equipment required by the original and duplicate requisitions received by him or her and approved by the Lake County Council, as well as any kind or quantity thereof in excess of the requisition which he or she may deem desirable and the Lake County Council may approve; and he or she shall make the purchases and contract for future purchases in the manner, and at the times, and of the persons, firms or corporations wherever situated as shall require the least outlay for the largest quantity of supplies and materials of the quality and kind approved for purchase, under and by virtue of the rules and regulations for the operation of the Agency as shall have been adopted by the Lake County Council.

I. REQUISITIONS FOR SUPPLIES AND MATERIALS.

Each individual entity entitled to require services, supplies, material and equipment procured with County funds through the Agency, shall furnish to the Purchasing Agent a

duplicate of periodical requisitions provided by law at least 30 days prior to the period for which the articles required are to be used, and requisitions for articles omitted therefrom, as well as articles for unforeseen need that may arise, as soon as the need therefor is known; provided, that any requisition in excess of current appropriations for use of the requisitioner shall be made separately from all others and have thereon endorsed the requisitioner's verified statement of the reasons therefor.

J. SUPPLIES AND MATERIALS DEFINED; AUDITING OF ACCOUNTS.

1. Services, supplies, materials and equipment as used herein shall include every item of personal property for which County funds may be lawfully expended.
2. The bills or claims for all purchases made through the Agency shall be made out in duplicate, against the County as purchase and delivered to the Purchasing Agent and, if by him or her found correct on receipt of the articles therein described, endorsed by him or her "correct" and submitted to the Council for allowance and payment as provided by law.
3. In the case of any bill received by the Agent being found in any way incorrect, he or she shall return the same with his or her objections endorsed thereon, and if not amended to his or her satisfaction the seller may file the rejected bill with the Council as a claim against the County and prosecute the same as provided by law.
4. No services, supplies, materials or equipment shall be turned over by the Agency or accepted by anyone other than requisitioner and then only when a requisition therefor is on file with the Agency. The agency may at any time be required to aid by advice and correspondence in purchases not within those prescribed by the Council to be made through the Agency; but the aid shall be rendered only to some person or body authorized to make the purchases with County funds and shall not be an official act as Purchasing Agent but merely as assistant of the person or body empowered to act, and no record therefor need be kept by the Agency.
5. The Council shall cause the Agency's accounts to be audited at least once a year.

K. BUDGET.

The Council shall adopt a budget annually which shall contain an estimate of the amount of money which will be needed by the Council and the Agency during the coming fiscal year to cover the expenses and obligations incurred and to be incurred. The budget shall be prepared, filed and funded in the same manner and form and at the same time as the budgets and estimates of other county offices, departments and agencies.

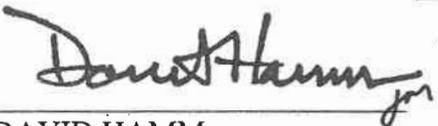
L. SEVERABILITY.

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity of that part shall not effect the remaining parts of this Ordinance.

M. EFFECTIVE DATE.

This Ordinance shall be in full force and effect on November 1, 2020.

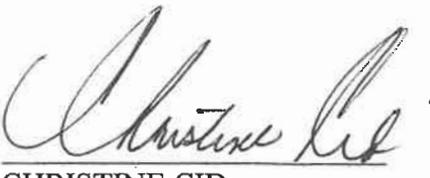
SO ORDAINED THIS 13th DAY OF October, 2020.



DAVID HAMM



TED F. BILSKI, President



CHRISTINE CID



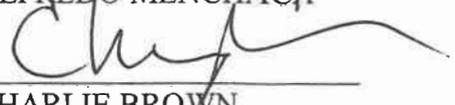
CHRISTIAN J. JORGENSEN



ALFREDO MENCHACA

No

DANIEL E. DERNULC



CHARLIE BROWN

Members of the Lake County Council

**REASONS SUPPORTING A VETO
OF ORDINANCE 1451B**

The Lake County Commissioners as the Lake County Executive pursuant to the veto power in IC 36-2-3.5-4 (c) (2) hereby **VETOES** Lake County Council Ordinance 1451B for the following reasons.

1. SOURCE OF POWERS OF THE RESPECTIVE BRANCHES

The powers of the Lake County Commissioners as the county executive and the Lake County Council as the county legislative body are expressly enumerated respectively in IC 36-2-3.5-4 and IC 36-3-3.5-5.

2. THE LAKE COUNTY COMMISSIONERS UNDER THE STATUTE CREATING THE SPECIFIC FORM OF COUNTY GOVERNMENT IN LAKE COUNTY HAVE THE SOLE EXPRESS POWER TO PURCHASE THROUGH CONTRACTS AS WELL AS TO SUPERVISE COUNTY ADMINISTRATIVE OFFICES

- A. The purchase of all of the items identified in IC 5-22 is made thru a contract.
- B. The express provision in IC 36-2-3.5-4(b)(9) is that the executive “shall negotiate contracts for the county”.
- C. IC 36-2-3.5-4(b)(11) gives explicit authority for the executive to “supervise county administrative offices *except* for the offices of the elected officials.
- D. The word “shall” is *mandatory* and is a requirement.

3. FORMING A CONTRACT IS AN EXECUTIVE ACT AND CANNOT BE PERFORMED BY THE LEGISLATIVE BODY IN LAKE COUNTY

- A. The ordinance attempts to transfer the power to negotiate contracts to the Lake County Council as the legislative body under IC 36-2-3.5-3.
- B. In accordance with IC 36-2-3.5-2 a power belonging to the executive branch may not be exercised by the legislative branch.
- C. A power which belongs to one branch of the Lake County Government cannot be exercised by the other branch.
- D. This power to negotiate contracts is expressly given to the Lake County Commissioners in the executive branch, and therefore the Lake County Council cannot possess this power since it is in the legislative branch.

4. SUPERVISING COUNTY ADMINISTRATIVE OFFICES IS EXCLUSIVELY AN EXECUTIVE FUNCTION

- A. The ordinance attempts to transfer the power to supervise a county administrative office to the Lake County Council as the legislative body under IC 36-2-3.5-3.
- B. In accordance with IC 36-2-3.5-2 a power belonging to the executive branch may not be exercised by the legislative branch.
- C. A power which belongs to one branch of the Lake County Government cannot be exercised by the other branch.
- D. This power to supervise a county administrative office rests solely with Lake County Commissioners in the executive branch, and therefore the Lake County Council cannot possess this power without violating separation of powers.

5. COUNTY COUNCILS WERE ESTABLISHED FOR A PARTICULAR PURPOSE WHICH WAS TO SEPARATE THE POWER TO CONTRACT AND THE POWER TO EXERCISE THE FISCAL AUTHORITY

- A. From 1816 to 1899 the Lake County Commissioners were the county executive, county legislative body, and the county fiscal body.
- B. In 1899 in the County Reform Act the Indiana General Assembly created a county council at the county level so that the ability to establish the budget as the fiscal body would not in the same body that can negotiate contracts for the count unit.
- C. The reason why this was enacted was because there was abuse when the power to contract was united with the fiscal authority of a county.
- D. The General Assembly was aware of this policy when it enacted IC 36-2-3.5-2 and 4 and IC 36-2-3.5-5 and thereby followed this policy in giving the Lake County Commissioners the exclusive power to negotiate contracts.

6. THE LAKE COUNTY COUNCIL HAS NO HOME RULE POWER TO DETERMINE HOW THE AUTHORITY TO NEGOTIATE CONTRACTS IS ACCOMPLISHED AT THE LOCAL COUNTY LEVEL IN LAKE COUNTY GOVERNMENT.

- A. With the enactment of the home rule statute in the 1980 Session, 91 of 92 counties (Marion County under its special Unigov statute) had the power by ordinance to determine what body at the local county level would have the power to negotiate contracts.
- B. The special Lake County and St. Joseph County form of government did not come into existence until the 1981 session of the General Assembly.
- C. So, at the end of the 1980 Session the Board of Lake County Commissioners still had the legislative powers to enact ordinances.

- D. The intent of the home rule statute after the 1980 Session and before the change to Lake County and St. Joseph County in the 1981 Session was that with the authority to use home rule the Lake County Commissioners as well as the County Commissioners in the other 90 counties other than Marion County could enact a statute giving to the Board of Commissioners the authority to negotiate contracts. Under the home rule doctrine enacted in 1980, this left the local determination to the county commissioners in those 91 counties who had the legislative power under home rule to enact an ordinance identifying who would be given the contract power.
- E. Since there was no specific statute giving to anybody the contracting authority, the Lake County Commissioners immediately after the 1980 Session could under home rule have given that power to contract another office or they could have assigned that power to themselves. However, the Lake County Commissioners could not in 1980 have given the power to the Lake County Council based upon the principle established in the 1899 County Reform legislation.
- F. If there is a specific statute covering negotiating contracts that statute would apply under home rule. In the 1981 Session the General assembly enacted IC 36-2-3.5-4(b)(9) giving the Lake County Commissioners the express and sole authority to negotiate contracts. The specific statute was then in place.
- G. Therefore, since there was now a specific statute giving this contract authority to the Lake County Commissioners, there was no longer any authority under the home rule statute for the Lake County Council as the newly created legislative body to take any action. The home rule statute stated specifically that if there is "a statutory provision requiring a specific manner for exercising a power, a unit wanting to exercise the power must do so in that manner". IC 36-1-3-6(a). The controlling statute now is IC 36-2-3.5-4(b)(9).

7. THE LAKE COUNTY COMMISSIONERS UNDER SPECIFIC STATUTORY AUTHORITY FROM THE INDIANA GENERAL ASSEMBLY ESTABLISHED CENTRALIZED PURCHASING IN LAKE COUNTY IN 1982 AND 1997 THEREBY NEGATTING THE AUTHORITY OF THE LAKE COUNTY COUNCIL TO ESTABLISH CENTRALIZED PURCHASING AS A DEPARTMENT

- A. IC 36-2-3.5-1 et. seq. and IC 36-1-3.5-5 were both enacted in the 1981 Session of the Indiana General Assembly.
- B. Under IC 36-2-3.5-4(c)(3) the Commissioners as the County Executive "may establish and administer centralized budgeting, centralized personnel selection, and centralized purchasing".
- C. On September 7, 1982 by a vote of 3-0 the Lake County Commissioners did establish and administer centralized personnel selection and centralized purchasing in accordance with IC 36-2-3.5-4 (c)(3).
- D. This action of September 7, 1982 negated the ability of the Lake County Council to do anything under their power to establish a department of centralized purchasing.

- E. On October 22, 1997, the Commissioners reaffirmed the establishment of centralized purchasing in Order Number 84.
- F. The official action of the Commissioners established centralized purchasing and there is no other statutory authority for the Lake County Council to repeal this established purchasing department and establish a separate department.
- G. The Lake County Council has officially recognized and ratified the establishment of the centralized purchasing agency by the Lake County Commissioners on September 7, 1982 by incorporating in the Lake County Indiana Code of Ordinances as Title III, Chapter 30, Board of Commissioners, Section 30.04 the act on September 7, 1982 that the Board of Commissioners does establish and administer centralized purchasing in accordance with IC 36-2-3.5-4(c)(3).

8. THE ATTEMPTED TRANSFER OF THE PURCHASING POWER TO THE LAKE COUNTY COUNCIL WOULD VIOLATE THE PRINCIPLE UNDER WHICH THE INDIANA GENERAL ASSEMBLY ESTABLISHED COUNTY COUNCILS IN 1899

- A. From 1816 to 1899, the Lake County Commissioners were the county executive, the county legislative body and the county fiscal body.
- B. Abuse occurred in some counties when county commissioners would budget monies annually, and then award contracts to parties selected by the commissioners.
- C. In 1899 the Indiana General Assembly in the County Reform Law, approved on March 3, 1899 (Acts 1899, p. 343, c. 154) created the county council as the fiscal body.
- D. The principle recognized in this legislation is that there should never be a unification of the fiscal power with the power to negotiate contracts for county government. Hence, two separate bodies were created to handle each of these functions.
- E. Giving contract authority to the Lake County Council which has the fiscal authority would create the identical problem and situation that the Reform Law of 1899 was designed to correct.
- F. The Indiana General Assembly was aware of this dilemma when it enacted IC 36-2-3.5-4(b)(9) and IC 36-3.5-3.

9. SINCE THE LAKE COUNTY COUNCIL DID NOT HAVE THE HOME RULE AUTHORITY TO DESIGNATE WHO HAD THE POWER TO NEGOTIATE CONTRACTS, A STRAIGHT FORWARD READING OF ALL SIX SECTIONS IN IC 36-1-3.5 THAT APPLY ONLY TO COUNTY GOVERNMENT CLEARLY DEMONSTRATES THE INTENT OF THE GENERAL ASSEMBLY WAS NOT TO TRANSFER THE POWER TO CONTRACT BUT TO PERMIT THE CREATION OF A DEPARTMENT OR AGENCY WITHIN THE EXECUTIVE BRANCH OF THE ELEVEN LARGEST NON UNIGOV COUNTIES IN INDIANA

- A. There are six sections in IC 36-1-3.5 that have the same language which reads in part: "Jurisdiction over the following local mattersis transferred".
- B. Since the Lake County Council does not have home rule power to determine by ordinance who had the power to negotiate contracts, the key is to discover what the intent was in the passage of IC 36-1-3.5 in the 1981 Session.
- C. The language operates in the following manner on only the following eleven counties:
 - 1. Jurisdiction is transferred in IC 36-1-3.5-5(b)(3) to the Lake County Council as the Lake County legislative body.
 - 2. Jurisdiction is transferred in IC 36-1-3.5-6(b)(2) to the Allen County Board of Commissioners as the Allen County Executive.
 - 3. Jurisdiction is transferred in IC 36-1-3.5-7(b)(1) to the St. Joseph County Council as the Sat. Joseph County legislative body.
 - 4. Jurisdiction is transferred in IC 36-1-3.5-8(b)(1) to the Vanderburgh County Board of Commissioners as the Vanderburgh County executive.
 - 5. Jurisdiction is transferred in IC 36-1-3.5-9(b)(1) to the Board of Commissioners of Elkhart County, Madison County, Tippecanoe County, Delaware County, LaPorte County, and Vigo as the county executives in these 6 counties.
 - 6. Jurisdiction is transferred in IC 36-1-3.5-10(b)(2)to the Porter County Board of Commissioners as the Porter County Executive Body.
- D. The same language in the aforementioned six sub sections is identical and must transfer the same jurisdiction in all eleven counties.
- E. The transfer of jurisdiction cannot reference and did not include the transfer of the power to negotiate contracts for the following reasons:
 - 1. In nine of the above counties excluding Lake County and St. Joseph County, the Board of County Commissioners as the executive body in that county already had the power by ordinance to determine under home rule who had the power to contract. They simply had to enact an ordinance giving this power to themselves.
 - 2. In the case of Lake and St. Joseph Counties, there was no need to enact an ordinance since the power to negotiate contracts was expressly given to the Lake County Board of commissioners and the St. Joseph County Board of Commissioners by IC 36-2-3.5-4(b)(9). No home rule action is necessary.
 - 3. The Lake County Council has no home rule power because the General Assembly has already given an express grant of the authority to negotiate a contract to the Lake County Board of Commissioners. IC 36-1-3-6(a)

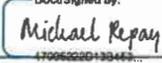
4. So, there was no need to transfer the power to negotiate contracts in these nine counties since they already had the power by ordinance under home rule to determine who would have the power to negotiate contracts.
5. Lake County and St. Joseph County in IC 36-2-3.5-4(9) already had the mandatory power to negotiate contracts since the General Assembly used the word “shall”, so there was no need for an ordinance to do anything to give Lake County that power.
6. The only import of the above series of clauses in IC 36-1-3.5 was to permit the creation of a county purchasing agency within the executive branch of county government.
 - a. Because of the separation of powers principle and the principle established when the General Assembly created “county councils” in 1899, the county purchasing agency could not be in the fiscal body because that would violate these two statutory stalwarts.
 - b. Since the fiscal body in Lake County is the Lake County Council, the purchasing agency could not be created under the control of the Lake County Council.
 - c. The language was not included in IC 36-1-3.5-6, 8, 9, 10 without there being an intended purpose. The statute referenced was IC 17-2-77 which applied to all of Indiana’s 92 counties.
 - d. Excluding Marion County which had a Unigov form of government merging city and county functions, the eleven counties identified in IC 36-1-3.5 are the eleven largest Indiana counties with a population over 100,000 people in 1980.
 - e. The reason that the word “transfer” was used in IC 36-1-3.5 is that the power to establish a county purchasing agency as an agency was “moved” from IC 17-2-77 to only these eleven Indiana counties and not to the 80 other counties.
 - f. In the nine counties other than Lake County and St. Joseph County the Board of County Commissioners or county executive could establish a County Purchasing Agency as a department within the executive branch through the use of its ordinance powers.
 - g. Recognizing that in Lake County and St. Joseph County the Board of County Commissioners did not have the legislative power to create a county purchasing agency by ordinance but desiring not to discriminate in the legislation, the General Assembly gave the county executive in the Lake County and St. Joseph County the discretionary power to establish centralized purchasing through the use of IC 36-2-3.5-4(c)(3) by stating that the Board of Lake County Commissioners as “The executive may:(c) establish and administercentralize purchasing”.
 - h. This meant that the county executive in all eleven of the counties could establish a county purchasing agency if they took the steps to do so.

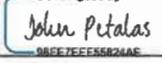
- i. The Board of Lake County Commissioners did “establish and administer centralized purchasing” on September 7, 1982 and reaffirmed this action on October 22, 1997.
- j. The General Assembly transferred the identical jurisdiction to the Lake County Council in IC 36-1-3.5-5(b) to establish a county purchasing department by using the same words and phrases the General Assembly used to transfer the identical jurisdiction to Allen County, Vanderburgh County, Elkhart County, Madison County, Tippecanoe County, Delaware County, LaPorte County, Vigo County, and Porter County.
- k. This was the jurisdiction to use the legislative power of the Lake County Council in IC 36-2-3.5-5(b)(6) to establish a department as the purchasing agency in the executive branch with the power to negotiate contracts belonging to the Lake County Commissioners. This statute does not give the Lake County Council the authority to move, transfer or establish its own purchasing department because the County Council cannot contract on behalf of the county.
- l. However, the Lake County Council has never done this, has not done so with Ordinance 1451B, and is precluded from doing this with the action of the Lake County Commissioners on September 7, 1982 and October 22, 1997.
- m. The Lake County Commissioners with the power to negotiate contracts under IC 36-2-3.5-4(b)(9) has already implemented the power to “establish and administercentralized purchasing” through IC 36-2-3.5-4(c)(3).

10. FURTHER ANALYSIS

There may be other reasons supporting the veto, but these are those presently identified to support the veto by the Lake County Commissioners.

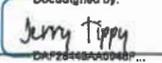
Enacted this 30th day of October 2020

DocuSigned by:

 Michael Repay, President

DocuSigned by:

 John Petalas, Lake County Auditor

DocuSigned by:

 Kyle W. Allen, Sr. Vice President

DocuSigned by:

 Jerry Tippy, Member



Town of New Chicago

122 Huber Blvd.

Hobart, IN 46342

Office: 219-962-1157 Fax: 219-962-5386

September 18, 2025

Lake County Councilwoman Christine Cid

2293 N. Main Street

Crown Point, Indiana 46307

Dear Councilwoman Cid,

Please find attached a copy of the Adopted Agreement between the Town of New Chicago and Lake County, Indiana. Please add this Agreement to the Agenda for your next meeting.

Thank you for your cooperation in this matter,

Tammy Bucko

Clerk Treasurer, Town of New Chicago

clerk@newchicago.in.gov

JOINT INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF NEW CHICAGO, INDIANA
AND LAKE COUNTY, INDIANA FOR THE
DESIGN, REMODELING AND OPERATION OF A MUNICIPAL FACILITY
FOR THE TOWN OF NEW CHICAGO TO CARRY OUT ITS
DUTIES AND RESPONSIBILITIES UNDER INDIANA LAW

This Joint Interlocal Cooperation Agreement (Agreement) between the Town of New Chicago, Indiana and Lake County, Indiana, is made and entered into in accordance with I.C. 36-1-7, *et. seq.*, as amended from time to time, by and between New Chicago, Lake County, Indiana, a municipal corporation by its Town Council as its Executive and Fiscal Body (hereinafter referred to as “New Chicago”) and Lake County, Indiana, a unit of local government by its Board of County Commissioners as its Executive and its County Council as its Fiscal Body (hereinafter referred to as “Lake County”).

RECITALS

WHEREAS, New Chicago is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the Municipal Corporate Boundaries of New Chicago; and

WHEREAS, Lake County is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the Corporate Boundaries of Lake County; and

WHEREAS, New Chicago and Lake County have each been advised that the provisions of I.C. 36-1-7-1, *et. seq.*, (Interlocal Cooperation Act and referred to hereinafter as the “Act”), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, New Chicago and Lake County are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, New Chicago and Lake County have determined that entry into a joint interlocal cooperation agreement for a New Chicago municipal facility is a public improvement and is in the best interests of the residents of New Chicago and Lake County, and therefore, have determined that it is advisable to enter into and become a participating unit under such a Joint Interlocal Cooperation Agreement pursuant to the applicable provisions of State Law, as amended from time to time; and

WHEREAS, New Chicago is the owner in fee simple of the building located at 3139

WHEREAS, New Chicago and Lake County each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, to design, remodel and operate a municipal facility for the Town of New Chicago (hereinafter referred to as “facility”) located at 3139 Michigan Street, Hobart, Lake County, Indiana, 46342, Parcel No. 45-09-19-177-001.000-022 to carry out their duties and responsibilities under Indiana Law; and

COVENANTS

NOW, THEREFORE, New Chicago and Lake County, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion of the municipal facility for New Chicago.

SECTION 2. PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of New Chicago and Lake County concerning their desire to enter into a Joint Interlocal Cooperation Agreement based on the terms and the provisions of the Act, as amended from time to time, to design, remodel and operate the New Chicago Municipal facility.

The purpose of this Agreement is also to establish that the Town of New Chicago will receive Four Hundred Thousand (\$400,000.00) Dollars of the Lake County General Fund for the design, remodel and operation of a new municipal facility at 3139 Michigan Street, Hobart, Indiana, 46342, Parcel No. 45-09-19-177-001.000-022. The funds will be used according to regulations provided by the U.S. Treasury and the Indiana State Board of Accounts. The \$400,000.00 will be spent on a legal government expense only.

SECTION 3. EFFECTIVE DATE.

The effective date of the Interlocal Cooperation Agreement shall be after the Agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4. MUNICIPAL FACILITY FUNDING.

The County agrees to pay New Chicago within 30 days the sum of Four Hundred Thousand (\$400,000.00) Dollars to help fund the design, remodel and construction of the municipal facility. The Four Hundred Thousand (\$400,000.00) Dollars shall be paid from the Lake County General Fund.

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Interlocal Agreement shall be administered as follows: New Chicago shall use the funds for items necessary for the design, remodel and operation of the Town's municipal facility.
- B. The Clerk-Treasurer of the Town of New Chicago is hereby designated to receive, disburse and account for all funds pursuant to this Agreement.
- C. New Chicago shall use the funds in accordance with all federal, state and local rules and laws.
- D. Because the County will have no supervisory responsibility for the purchases made by New Chicago, the County will not be in privity of contract with any person or company contacted by New Chicago to provide for the design, remodel or operation of the New Chicago municipal facility. Lake County's only involvement is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, shall not be liable and shall hold the aforementioned unit, bodies and persons harmless from any loss or damages to any party that may occur during the design, remodel or operation of the New Chicago Municipal Facility.
- E. That purchases will be deemed completed when New Chicago certifies to Lake County that purchases have been made and products delivered and provides the County with a detailed list of how the funds were used for the purchases.

SECTION 6. ASSIGNMENT OF RIGHTS.

No party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 7. AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all parties.

SECTION 8. FORCE MAJEURE.

Except as otherwise provided in this Agreement, an entity shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or intentional and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties or any other cause of any nature whatsoever beyond the control of New Chicago and Lake County, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9. NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

New Chicago Town Council
Council President
122 Huber Blvd.
Hobart, IN 46342

Commissioner Michael Repay
Lake County Commissioners
2293 N. Main St.
Crown Point, IN 46307

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

SECTION 10. CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11. SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 12. ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall insure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest.

SECTION 13. MATERIAL DISPUTE.

The parties agree that New Chicago and Lake County shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 14. COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

SECTION 16. PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the Agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1. The Town Council as the executive and fiscal body of the Town of New Chicago, Lake County, Indiana, a Municipal Corporation.
 - 2. The Lake County Council as the fiscal body of the County of Lake, Indiana.
 - 3. The Board of Commissioners as the county executive of Lake County, Indiana.

IN WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 18 day of September, 2025.

NEW CHICAGO, INDIANA
TOWN COUNCIL:

Jim Gibson
JIM GIBSON, WARD 1

Dated: 09-18-2025

Dave Anderson
DAVE ANDERSON, WARD 2

Dated: 9-18-2025

Sharon Szewco
SHARON SZEWCOW, WARD 3

Dated: 9-18-25

Roxanne Greco
ROXANNE GRECO, WARD 4

Dated: 9-18-2025

Brenda Swallow
BRENDA SWALLOW, WARD 5

Dated: 9-18-2025

ATTEST:

Samy Bumb
Clerk-Treasurer

IN WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this _____ day of _____, 2025.

LAKE COUNTY BOARD OF COMMISSIONERS:

KYLE ALLEN, SR.

Dated: _____

MICHAEL C. REPAY

Dated: _____

JERRY TIPPY

Dated: _____

ATTEST:

Lake County Auditor

IN WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this _____ day of _____, 2025.

LAKE COUNTY COUNCIL:

CHRISTINE CID

Dated: _____

DAVID HAMM

Dated: _____

CHARLIE BROWN

Dated: _____

RONALD G. BREWER

Dated: _____

RANDY NIEMEYER

Dated: _____

TED BILSKI

Dated: _____

PETE LINDEMULDER

Dated: _____

Attest: _____
Lake County Auditor

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE RIVER
FOREST COMMUNITY SCHOOL CORPORATION AND LAKE COUNTY, INDIANA
FOR EQUIPMENT AND IMPROVEMENTS FOR RIVER FOREST HIGH SCHOOL
ATHLETIC'S IN HOBART TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE RIVER FOREST COMMUNITY SCHOOL CORPORATION AND LAKE COUNTY, INDIANA FOR EQUIPMENT AND IMPROVEMENTS FOR RIVER FOREST HIGH SCHOOL ATHLETIC'S IN HOBART TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the RIVER FOREST COMMUNITY SCHOOL CORPORATION, Lake County, Indiana, an Indiana School, by its board (hereinafter referred to as "RFCSC"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, RFCSC is a school corporation in Lake County, Indiana; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, RFCSC and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, RFCSC and COUNTY are empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, RFCSC and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for equipment and improvement costs which will be incurred by RFCSC for RIVER FOREST HIGH SCHOOL Athletics, hereafter referred to as EQUIPMENT; and

WHEREAS, RFCSC, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the EQUIPMENT is in the best interests of the residents and students of RFCSC and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, **THEREFORE**, **RFCSC** and **COUNTY**, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and delivery of the Equipment as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of **RFCSC** and **COUNTY** concerning the **EQUIPMENT**.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: EQUIPMENT DEFINED.

This **EQUIPMENT** is for **RIVER FOREST HIGH SCHOOL Athletics** which will improve public health and will benefit the citizens of Lake County, Indiana.

SECTION 5: EQUIPMENT FUNDING.

COUNTY agrees to pay to **RFCSC** within thirty (30) days of **RFCSC** commencing the equipment purchase(s), the amount of **THIRTY-NINE THOUSAND FORTY-EIGHT DOLLARS and EIGHTY-EIGHT CENTS (\$39,048.88)** to help fund the Equipment. This contribution of **COUNTY** is solely for costs **RFCSC** will incur for the **EQUIPMENT**.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) **RFCSC** shall use the funds for equipment costs which will be incurred by **RFCSC** for **RIVER FOREST HIGH SCHOOL Athletics**.
- 2) With the \$39,048.88 received from **LAKE COUNTY**, **RFCSC** shall use the funds for **RIVER FOREST HIGH SCHOOL Athletics**.

B. The **SECRETARY** or **TREASURER OF RFCSC**, is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.

- C. RFCSC shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by RFCSC, the COUNTY will not be in privity of contract with any person or company contacted by RFCSC to provide the equipment, and COUNTY'S only involvement is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and RFCSC shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during these purchases.
- E. The purchases will be deemed completed when RFCSC certifies to COUNTY the purchases have been made and the products delivered and provides COUNTY with a detailed list of how the funds were used for the purchased equipment.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, RFCSC and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of RFCSC and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.



SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

River Forest Community School Corp District Office 3300 Indiana Street Hobart, IN 46342	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilwoman Christine Cid 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that RFCSC and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) RFCSC School Board as the executive and fiscal body of RFCSC, an Indiana School Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 17th day of September, 2025.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS**



Kyle Allen, Sr., 1st District



Jerry Tippy, 2nd District



Michael C. Repay, 3rd District

ATTEST:



Peggy Katona, Auditor

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2025.

**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**

David Hamm, 1st District

Ronald G. Brewer, 2nd District

Charlie Brown, 3rd District

Pete Lindemulder, 4th District

Christine Cid, 5th District

Ted Bilski, 6th District

Randy Niemeyer, 7th District

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2025.

**River Forest Community School Corp
School Board:**

Steven Kissel, President

Ricardo Perez, Vice President

Steven Bucko, Secretary

Myrta Sylvia Perez, At Large

Hector Guzman, Member