

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

And now in obedience to such call, come Presiding Chair Christine Cid, David Hamm, Pete Lindemulder, Ted Bilski, Randy Niemeyer and Clorius Lay, County Councilpersons, together with Tom O'Donnell and Ray Szarmach, County Council Attorneys. President Charlie Brown was absent.

In the Matter of Minutes – September 5, 2023 – 2024 Public Budget Presentations; September 7, 2023 – 2024 Budget Workshop; September 12, 2023 – 2024 Budget Workshop; September 19, 2023 2024 Budget 1st Reading; October 10, 2023 Regular Meeting; October 17, 2023 2024 Budget 2nd Reading September 12, 2023

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

ORDINANCE #1489

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

	Appropriation Requested	Appropriated
County General Fund 1001		
<u>Criminal Div. Public Defender 9002</u>		
62110 Office Supplies	\$4,000.00	WITHDRAWN
Reassessment 2015 Fund 1337		
<u>County Assessor 2001</u>		
63190 Other Professional Service	\$10,000.00	\$10,000.00
<u>Calumet Twp. Assessor 2002</u>		
63190 Other Professional Service	-\$2,000.00	-\$2,000.00
<u>Center Twp. Assessor 2003</u>		
63190 Other Professional Service	-\$2,000.00	-\$2,000.00
<u>Hobart Twp. Assessor 2004</u>		
63190 Other Professional Service	-\$2,000.00	-\$2,000.00
<u>Ross Township Assessor 2005</u>		
63190 Other Professional Service	-\$2,000.00	-\$2,000.00
<u>St. John Township Assessor 2006</u>		
63190 Other Professional Service	-\$2,000.00	-\$2,000.00
Supplemental Public Defender Fund 1405		
<u>Criminal Div. Public Defender 9002</u>		
63190 Other Professional Service	\$45,000.00	\$45,000.00
LCCEDD ARP HUD Home Fund 8272		
<u>Economic Development 9307</u>		
63145 Legal Services	\$7,500.00	\$7,500.00
63150 Consultant Fees	\$25,000.00	\$25,000.00
64220 Building Improvements	\$2,165,379.00	\$2,165,379.00

LC Sheriff's DCE/SP Fund 9342

Sheriff 8001

63620 Equipment Repair	\$55,000.00	WITHDRAWN
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Adopted this 14th day of November, 2023.

TRANSFER OF FUNDS CERTIFICATE

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

	Requested	Approved
<u>County Assessor 2001</u>		
County General Fund 1001		
From: 1001-63145 Legal Services	\$1,500.00	\$1,500.00
To: 1001-62110 Office Supplies	\$1,500.00	\$1,500.00
<u>Calumet Twp. Assessor 2002</u>		
County General Fund 1001		
From: 1001-61130 Technicians	\$15,000.00	\$15,000.00
1001-61160 Office & Clerical	\$10,000.00	\$10,000.00
1001-61190 Part-Time	\$25,000.00	\$25,000.00
To: 1001-61110 Officials & Administrators	\$20,000.00	\$20,000.00
1001-62110 Office Supplies	\$5,000.00	\$5,000.00
1001-63190 Other Professional Service	\$10,000.00	\$10,000.00
1001-63235 Travel – Mileage	\$5,000.00	\$5,000.00
1001-63730 Property Rental	\$10,000.00	\$10,000.00
<u>Calumet Twp. Assessor 2002</u>		
Reassessment 2015 Fund 1337		
From: 1337-61251 Assessor Per Diem	\$5,700.00	\$5,700.00
1337-61320 FICA – Deduction	\$2,000.00	\$2,000.00
1337-61330 PERF – Deduction	\$1,500.00	\$1,500.00
1337-61360 Workman's Comp. Deduction	\$3,700.00	\$3,700.00
1337-63190 Other Professional Service	\$9,500.00	\$9,500.00
1337-63232 Travel – Meals	\$1,000.00	\$1,000.00
1337-63235 Travel – Mileage	\$3,000.00	\$3,000.00
1337-64420 Office Machines	\$1,500.00	\$1,500.00
To: 1337-61190 Part-Time	\$27,900.00	\$27,900.00
<u>St. John Township Assessor 2006</u>		
County General Fund 1001		
From: 1001-62410 Other Supplies	\$440.00	\$440.00
To: 1001-61210 Longevity – Deduction	\$440.00	\$440.00
<u>Criminal Courts 3002</u>		
County General Fund 1001		
From: 1001-61130 Technicians	\$10,000.00	\$10,000.00
1001-62110 Office Supplies	\$1,000.00	\$1,000.00
1001-62230 Clothing	\$1,400.00	\$1,400.00
1001-63231 Travel – Registration	\$2,000.00	\$2,000.00
1001-63232 Travel – Meals	\$900.00	\$900.00
1001-63233 Travel – Lodging	\$2,900.00	\$2,900.00
1001-63234 Travel – Trans/Other	\$1,000.00	\$1,000.00
1001-63235 Travel – Mileage	\$600.00	\$600.00
To: 1001-63190 Other Professional Service	\$10,000.00	\$10,000.00
1001-63290 Other Comm & Trans	\$9,800.00	\$9,800.00
<u>Court Administrator 3003</u>		
County General Fund 1001		
From: 1001-63920 Food & Lodging	\$300.00	\$300.00
To: 1001-61210 Longevity – Deduction	\$300.00	\$300.00
<u>LC Superior Court IV 4001</u>		
County General Fund 1001		
From: 1001-61140 Protective Services	\$1,480.00	\$1,480.00
To: 1001-61210 Longevity – Deduction	\$1,480.00	\$1,480.00

Cooperative Extension Service 5002

County General Fund 1001

From: 1001-61160 Office & Clerical	\$12,962.00	\$12,962.00
To: 1001-63235 Travel-Mileage	\$4,999.00	\$4,999.00
1001-64420 Office Machines	\$7,963.00	\$7,963.00

Animal Control 8004

County General Fund 1001

From: 1001-61110 Official & Administrators	\$14,800.00	\$14,800.00
To: 1001-61100 Overtime	\$550.00	\$550.00
1001-61150 Paraprofessionals	\$9,250.00	\$9,250.00
1001-61190 Part-Time	\$5,000.00	\$5,000.00

Prosecutor 9001

Non-Reverting Property Seizure Fund 4145

From: 4145-61125 Discretionary Salaries	\$30,000.00	\$30,000.00
To: 4145-61190 Part-Time	\$30,000.00	\$30,000.00

Prosecutor 9001

Infraction Deferral Program Fund 7104

From: 7104-61160 Office & Clerical	\$15,000.00	\$15,000.00
To: 7104-62110 Office Supplies	\$15,000.00	\$15,000.00

Prosecutor 9001

Pre-Trail Diversion Fund 7135

From: 7135-61125 Discretionary Salaries	\$30,000.00	\$30,000.00
7135-61160 Office & Clerical	\$50,000.00	\$50,000.00
To: 7135-61190 Part-Time	\$60,000.00	\$60,000.00
7135-63630 Mainten & Service Cont.	\$20,000.00	\$20,000.00

Criminal Div. Public Defender 9002

County General Fund 1001

From: 1001-61120 Professionals	\$4,000.00	\$4,000.00
To: 1001-62110 Office Supplies	\$4,000.00	\$4,000.00

Fairgrounds 9201

County General Fund 1001

From: 1001-64490 Other Equipment	\$2,000.00	\$2,000.00
To: 1001-63630 Mainten & Service Cont.	\$2,000.00	\$2,000.00

Fairgrounds 9201

County General Fund 1001

From: 62110 Office Supplies	\$30.58	WITHDRAWN
62210 Petroleum Products	\$5,038.91	“”
62240 Household & Instit. Supplies	\$3,809.21	“”
62410 Other Supplies	\$937.27	“”
63620 Equipment Repair	\$2,904.52	“”
64490 Other Equipment	\$4,649.67	“”
To: 61190 Part-Time	\$9,278.00	“”
61280 Seasonal Employees	\$8,092.16	“”

Fairgrounds 9201

Co. Cumulative Capital Develop. Fund 1651

From: 1651-63610 Building & Structures	\$4,000.00	WITHDRAWN
1651-64500 Construction & Reconstruction	\$4,000.00	“”
To: 1651-62210 Petroleum Products	\$4,000.00	“”
1651-63630 Mainten & Service Cont.	\$4,000.00	“”

Parks & Recreation 9203

Park & Recreation Fund 1107

From: 1107-61120 Professionals	\$65,000.00	\$65,000.00
1107-64120 Land Improvements	\$165,000.00	\$165,000.00
To: 1107-61330 PERF – Deduction	\$65,000.00	\$65,000.00
1107-62220 Garage & Motors	\$5,000.00	\$5,000.00
1107-62310 Equipment Repair Parts	\$10,000.00	\$10,000.00
1107-62410 Other Supplies	\$100,000.00	\$100,000.00
1107-63510 Utilities	\$50,000.00	\$50,000.00

Commissioners/Lake County 911 9305

E911 Operating Fund 1014

From: 1014-61140 Protective Services	\$300,000.00	\$300,000.00
1014-61340 Group Insurance – Deduction	\$380,000.00	\$380,000.00
To: 1014-61100 Overtime	\$440,000.00	\$440,000.00
1014-61320 FICA – Deduction	\$60,000.00	\$60,000.00
1014-61330 PERF – Deduction	\$60,000.00	\$60,000.00
1014-63630 Mainten & Service Cont.	\$120,000.00	\$120,000.00

Commissioners/Lake County 911 9305

Lake County 911 Fund 1399

From: 1399-61140 Protective Services	\$100,000.00	\$100,000.00
1399-63150 Consultant Fees	\$20,000.00	\$20,000.00
1399-63240 Telephone	\$40,000.00	\$40,000.00
To: 1399-61320 FICA – Deduction	\$10,000.00	\$10,000.00
1399-61330 PERF – Deduction	\$45,000.00	\$45,000.00
1399-61360 Workman’s Comp. – Deduction	\$5,000.00	\$5,000.00
1399-63630 Maint & Service Cont.	\$100,000.00	\$100,000.00

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

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

Dated this 14th day of November, 2023.

Additional

Made Motion Seconded

County General Fund 1001

Criminal Div. Public Defender 9002
(\$4,000)

WITHDRAWN

Reassessment 2015 Fund 1337

County Assessor 2001
(\$10,000)

Hamm

Bilski

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

Reassessment 2015 Fund 1337

Calumet Twp. Assessor 2002
(-\$2,000)

Hamm

Bilski

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

Reassessment 2015 Fund 1337

Center Twp. Assessor 2003
(-\$2,000)

Hamm

Lindemulder

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

Reassessment 2015 Fund 1337

Hobart Twp. Assessor 2004
(-\$2,000)

Hamm

Lindemulder

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

Reassessment 2015 Fund 1337

Ross Township Assessor 2005
(-\$2,000)

Hamm

Bilski

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

Reassessment 2015 Fund 1337

St. John Township Assessor 2006
(-\$2,000)

Hamm

Bilski

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

Supplemental Public Defender Fund 1405

Criminal Div. Public Defender 9002

(\$45,000)

Lindemulder

Niemeyer

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

LCCEDD ARP HUD Home Fund 8272

Economic Development 9307

(\$2,197,879)

Niemeyer

Hamm

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

LC Sheriff's DCE/SP Fund 9342

Sheriff 8001

(\$55,000)

WITHDRAWN

Adopted this 14th day of November, 2023.

Transfers

Made Motion Seconded

County Assessor 2001

County General Fund 1001

(\$1,500)

Hamm

Bilski

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

Calumet Twp. Assessor 2002

County General Fund 1001

(\$50,000)

Hamm

Lay

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

Calumet Twp. Assessor 2002

Reassessment 2015 Fund 1337

(\$27,900)

Hamm

Lay

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

St. John Township Assessor 2006

County General Fund 1001

(\$440)

Hamm

Bilski

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

Criminal Courts 3002

County General Fund 1001

(\$19,800)

Hamm

Bilski

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

Court Administrator 3003

County General Fund 1001

(\$300)

Bilski

Hamm

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

LC Superior Court IV 4001

County General Fund 1001

(\$1,480)

Hamm

Lay

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

Cooperative Extension Service 5002

County General Fund 1001

(\$12,962)

Lindemulder

Hamm

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

Animal Control 8004County General Fund 1001
(\$14,800)

Lay

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Prosecutor 9001Non-Reverting Property Seizure Fund 4145
(\$30,000)

Lindemulder

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Prosecutor 9001Infraction Deferral Program Fund 7104
(\$15,000)

Lindemulder

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Prosecutor 9001Pre-Trail Diversion Fund 7135
(\$80,000)

Lindemulder

Lay

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Criminal Div. Public Defender 9002County General Fund 1001
(\$4,000)

Lindemulder

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Fairgrounds 9201County General Fund 1001
(\$2,000)

Niemeyer

Bilski

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Fairgrounds 9201

County General Fund 1001

WITHDRAWNFairgrounds 9201

Co. Cumulative Capital Develop. Fund 1651

WITHDRAWNParks & Recreation 9203Park & Recreation Fund 1107
(\$230,000)

Niemeyer

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Commissioners/Lake County 911 9305E911 Operating Fund 1014
(\$680,000)

Niemeyer

Hamm

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.Commissioners/Lake County 911 9305Lake County 911 Fund 1399
(\$160,000)

Niemeyer

Lay

Majority voted yes.
Brown was absent.
Motion to approve carried
6-yes, 1-absent.In the Matter of Fairgrounds 9201 – Create New Line Items – County Cumulative Capital Development Fund 165162210 Petroleum Products – **Withdrawn**63630 Maintenance & Service Contracts – **Withdrawn**

In the Matter of Cooperative Extension Service 5002 – Create New Line Item – County General Fund 1001

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

64420 Office Machines

Majority voted yes. Brown was absent. Motion to approve creation of new line item carried 6-yes,1-absent.

In the Matter of Juvenile Court 4005 – Revised 144 – County General Fund 1001 – **Effective 10/09/2023**

Hamm made the motion, seconded by Lay, to approve the following revised 144:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-016 Probation Officer	\$41,021.00	\$73,599.00	\$32,578.00

Majority voted yes. Brown was absent. Motion to approve revised 144 carried 6-yes, 1-absent.

In the Matter of Economic Development 9307 – Create New Line Items – LCCEDD HUD HOME-ARP Grant Fund 8272

Niemeyer made the motion, seconded by Hamm, to approve the following new line items:

63145 Legal Services
63150 Consultant Fees
64220 Building Improvements

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

In the Matter of Criminal Courts 3002 – Revised 144 – County General Fund 1001 – **Effective 11/05/2023**

Hamm made the motion, seconded by Lindemulder, to approve the following:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-012 Probation Officer	\$73,599.00	\$70,094.00	(\$3,505.00)
11221-001 Director of Probation	\$100,094.00	\$103,599.00	\$3,505.00

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

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee – Lake Superior Court – Juvenile Division = Indiana Department of Corrections – State FY 2024-2025 Juvenile Detention Alternatives Initiative (JDAI) Grant Renewal Application

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

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee – Lake County Sheriff’s Department = US Department of Justice – Indiana Criminal Justice Institute – 2024 Justice Assistance Grant (JAG) Program “Pass-Through” Grant Application

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

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee – Lake County Homeland Security and Emergency Management Agency = US Department of Homeland Security – Indiana Department of Homeland Security – 2023 Emergency Management Performance Grant (EMPG) – Salary Reimbursement Grant Application

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

In the Matter of Grant Application & Grant Approval – Grant Oversight Committee – Combined Board of Elections and Registration = US Election Assistance Commission – Indiana Secretary of State Office – 2023 Help America Vote Act (HAVA) Election Security Local Grant Application – Outreach and Education Category

Jeanann Ficker - I have not had time to make a recommendation because I just got the grant application information this morning but I’ve been able to review it during the meeting and I feel confident that I can make the recommendation to approve. There’s no match involved, they are seeking \$89,570 for next years primary election and they’re also seeking \$89,570 for the general election next year for a grand total of \$179,140 in federal funds from the US Election Commission that’s being passed through the Indiana Secretary of State.

LeAnn Angerman – Slight correction, there is a twenty-percent federal match requirement. We have identified two funds: 63310 (Printing) and 63995 (Other Services) where we could provide that twenty-percent match. The amounts that we are requesting are correct. Grants should be awarded by the end of the month I believe. It's a voter and poll worker outreach education program. We brought up folders for everyone this morning, you may not have had the chance to look at them before the meeting but it has the two education modules in it. We have the ability to print in house but for the volume that we will need for next year and the quality of printing we desire, that's what takes it way out of our budget range and we're seeking the grant for that reason.

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

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Adult Community Corrections on behalf of Lake County Superior Court – Criminal Division – Room 4 = Indiana Supreme Court – 2024 Problem-Solving Court Grant Application – Drug Court Category

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

In the Matter of Lake County Adult Community Corrections on behalf of Lake Superior Court – Criminal Division – Room 2 = Indiana Supreme Court – 2024 Problem-Solving Court Grant Application – Mental Health Court Category (for Therapeutic Intervention Court)

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

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Community Corrections on behalf of Lake Superior Court – Criminal Division – Room 1 = Indiana Supreme Court – 2024 Problem-Solving Court Grant Application – Re-entry Court Category (for Community Transition Court)

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

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Adult Community Corrections = US Department of Health and Human Services – Indiana Family and Social Services Administration-Division of Mental Health and Addiction (FSSADMHA) – Indiana Supreme Court – 2024 Justice Partners Addiction Response (JPAP) Sequential Intercept Model (SIM) Opioid Grant Renewal Award

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

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

Bilski made the motion, seconded by Hamm, to postpone to 12/12/2023. Majority voted yes. Brown was absent. Motion to postpone to 12/12/2023 carried 6-yes, 1-absent.

In the Matter of County Property Tax Assessment Board of Appeals: One Member (1) (Shall)

Hamm made to motion, seconded by Lay, to accept the resignation of Joree Richards. Majority voted yes. Brown was absent. Motion to accept the resignation of Joree Richards carried 6-yes, 1-absent.

Hamm made the motion, seconded by Bilski, to open nominations.

Cid – I believe before we take those nominations, we need a motion to waive the requirements.

O'Donnell – I think we do them contemporaneously. The waiver, by statute, is from the council. So, the council can waive the requirement that the person can be a level two or level three assessor appraiser.

Cid - I think you should make a motion that we waive the requirements per the statute.

Hamm made the motion, seconded by Bilski, to waive the requirements per statute. Majority voted yes. Brown was absent. Motion to waive the requirements per statute carried 6-yes, 1-absent.

Hamm made the motion to nominate Kenneth Barksdale.

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

Hamm made the motion, seconded by Bilski, to seat Kenneth Barksdale. Majority voted yes. Brown was absent. Motion to seat Kenneth Barksdale carried 6-yes, 1-absent.

In the Matter of Alcohol Beverage Board – One Member (1) (Shall)

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

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

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

Hamm made the motion, seconded by Bilski, to seat David Innes. Majority voted yes. Brown was absent. Motion to seat David Innes carried 6-yes, 1-absent.

In the Matter of County Domestic Violence Fatality Review Team – Expert in the Field of Forensic Pathology, Coroner or Deputy Coroner (1) (Shall)

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

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

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

Hamm made the motion to seat David Pastrick. Majority voted yes. Brown was absent, Motion to seat David Pastrick carried 6-yes, 1-absent.

In the Matter of Collective Bargaining Agreement Between Lake County Government and International Brotherhood of Electrical Workers Local Union 21

Mark Swiderski – The collective bargaining agreement is for the next two years and it will expire December 31, 2025. The major ramifications to it were in the language for salaries. We increased the salaries a little bit but ther than that, not a whole lot of language changings from the previous contract.

Lay – How much is a little bit?

Swiderski – After many deliberations with the union, the thought process was that the employees that were here be rewarded so there are significant raises, roughly about four and a half to five percent on the top end of our salaries. So, our top out salary for 2024 will be twenty-seven dollars an hour. We’ve also increased the amount of people that can earn that. It was three people in previous contracts, its ten people now. Then we just reduced some of the numbers on the lower end.

Lay – What is four to five percent?

Swiderski – The starting salary is not as significant but the wage when you start as an employee in training is currently eighteen dollars and fifty cents and its going up to twenty dollars and then it will go to twenty-one dollars out of training.

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

**2024 Collective Bargaining Agreement
Between Lake County Government**



and

**International Brotherhood of Electrical Workers
Local Union 21**



**ARTICLE 1
RECOGNITION**

- 1.01 Lake County 911 (referred to as "LC 911") recognizes The International Brotherhood of Electrical Workers Local Union 21 (referred to as "Union") as the exclusive bargaining agent for those employees whose occupations are represented by the Union and with the title of Dispatcher (also referenced as "employee(s)"). The Union hereby certifies that it represents a majority of the Dispatchers to whom this Agreement applies, and that the Union is the acknowledged, designated and the selected collective bargaining agent of such employees.
- 1.02 LC 911 further agrees that in the event the work currently performed by Dispatchers within Lake County 911, is moved to another facility under the jurisdiction of Lake County Government, LC 911 will recognize the Union as the collective bargaining agent for those employees which perform the relocated work.
- 1.03 LC 911 and the Union (collectively referred to as the "Parties") recognize that it is in the best interests of both Parties, the employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, LC 911 and the Union, and their respective representatives at all levels, shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Unit, including new hires that their purpose is to conduct themselves in a spirit of responsibility and respect for the measures they have agreed upon to ensure adherence to this purpose.
- 1.04 In a desire to restate their respective policies, neither LC 911 nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, union status, sexual orientation or national origin, or because the employee is an individual with a disability, a disabled veteran, or other protected classification recognized by applicable Federal, State or local law. It is mutually agreed that no discrimination shall be practiced by LC 911 or the Union against any employee because of membership or non-membership in the Union, or by LC 911 against any member or officer of the Union because of lawful activities on behalf of the Union.
- 1.05 The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including all genders and not as a sex limitation. When a word is used in the singular or plural number, either number, the singular or plural of that word, shall apply.
- 1.06 The Union recognizes the Employer's sole right to hire, employ, promote, manage and direct the workforce, subject to the terms of this Agreement. It further acknowledges management's right to discipline, discharge and layoff for just cause, but the Union shall have the right in cases of discharge, discipline, or layoff, to investigate the reasons therefore and to protest such discharge, discipline or layoff through the grievance procedure.

**ARTICLE 2
SAFETY**

- 2.01 LC 911 will continue to make reasonable provisions for the safety and health of its employees during the hours of his/her employment. The employees will be expected to cooperate with LC 911 in keeping the County premises, and especially rest rooms, clean and sanitary.
- 2.02 LC 911 will advise the Union of any on-the-job accidents involving a Union member.
- 2.03 Safety is a concern to the Parties. LC 911 and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for his/her own safety and that of their fellow employees and the general public.
- 2.04 In connection with any safety activities, LC 911 agrees to reimburse associated transportation expenses for authorized time spent by active employees for attendance of training during the employee's scheduled shift at the employee's basic wage rate, or overtime rate when applicable.

**ARTICLE 3
SENIORITY**

- 3.01 Seniority shall be defined as the date of hire by Lake County Government. The parties recognize that employees who worked for Lake County prior to consolidation shall retain their seniority. If more than one employee has the same hire date, ties shall be resolved based on the credited years of service prior to employment at LC 911. Full-time employees will be considered more senior to part-time employees. In the event the date and work week classification are the same, the employee's date of birth shall be used, where dates beginning on January 1st to have greater seniority.
- 3.02 Seniority shall be used in determining layoffs, shift bids, vacation and other working conditions where all other applicable factors are relatively equal.
- 3.03 LC 911 will provide the union with a seniority list setting forth each employee's seniority date prior to posting. Once agreed to, the seniority list shall not be subject to the grievance procedure.
- 3.04 During the term of the Agreement: LC 911 will deduct from each employee's paycheck each month the appropriate union dues, agency fees, initiation fees, or any authorized increase thereof, for each employee in the bargaining unit who has filed with LC 911 a voluntary, written authorization form and shall pay over to the Union each month the total amount thus deducted from all employees. LC 911 shall furnish the Union a monthly statement showing the following information for each employee having a voluntary, written authorization form on file:
 - Amount of dues and/or fees collected
 - Union eligible employees for whom LC 911 has not made a dues and/or fees deduction and an explanation.
 - A list of employees with name, classification, rate of pay, and mailing address who are engaged or transferred into LC 911 and are eligible for Union membership.
 - Upon hiring an employee or upon the request of the Union, it shall be understood that the Employer will notify the Union of said hire on the monthly statement.
 - With 60 days advance notice, an employee following IBEW and Lake County procedures may revoke their voluntary dues deduction by notifying the Union and LC 911 by certified mail-return receipt requested.

The Parties recognize Indiana's right to work laws. Although the County has an established policy to accept collective bargaining if chosen by its employees, nothing in this section shall prohibit employees from seeking to decertify representation as provided by law and following the established policy, Ordinance Establishing Collective Bargaining Units for County Employees, (Ordinance No. 1199B).

- 3.05 While this agreement is in effect LC 911 will deduct from the employee's pay check of all employees' covered by this agreement voluntary contributions to COPE (Committee on Political Education). COPE shall notify LC 911 of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any other than a week in which an employee earned a wage. LC 911 shall transmit to the COPE fund on a monthly basis, in one check the total amount deducted along with the name of the employee on whose behalf a deduction was made.

- 3.06 The union agrees to indemnify and hold harmless LC 911 and member communities, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by LC 911 for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

**ARTICLE 4
NO STRIKE & NO LOCKOUT**

- 4.01 It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the health, safety, and welfare of the citizens of Lake County, Indiana, and therefore the Union agrees that it will not take part in, assist, or advocate a strike, work stoppage, slowdowns, picketing or interference with or departures from the performance of duties against the LC 911. LC 911 agrees that it will not do anything to lockout or prevent the performance of the said services by the said employees insofar as the services are required in the safe operation to the citizens of Lake County.
- 4.02 Should any such employee engage in any strike or slowdown, without the authority and not as the result of the call of the Union, the Parties shall cooperate to enable LC 911 to carry on its operations without interruption or other injurious effect. It is understood that the Union will not condone participation in a sympathy strike in conjunction with any other personnel of any other employer. Such cooperation on the part of the Union shall include ordering the employees to desist from such strike or slowdown. Given the emergency nature of the work performed, the parties acknowledge that Lake County 911 has the right to take appropriate discipline against any employee who engages in a strike or slowdown, including but not limited to termination.
- 4.03 This Article is not intended to prohibit employees from participating in Union activities provided that the activities will not hinder the safe operation of LC 911 and are not a violation of any law.

**ARTICLE 5
UNION RIGHTS**

- 5.01 LC 911 agrees that accredited representatives of the Union, whether Local Union representative, steward, or Officer of the Union shall have reasonable access to the Lake County Dispatch Center to meet with bargaining unit employee(s) during management agreed to meetings, breaks and lunches. The representative shall not in any way disturb employees who are working and will not be allowed in the radio room without the consent of the Executive Director or his/her designee.
- 5.02 LC 911 shall provide bulletin boards for the Union's use, without charge. Location of the boards shall be mutually decided upon by the Union and LC 911 Executive Director or Deputy Director at places where employees covered by this Agreement work or assemble. The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to post or permit to be posted controversial material or material of a derogatory nature regarding the LC 911 or its personnel, and agrees to the immediate removal of such postings if requested by management, subject to the grievance procedure.
- 5.03 LC 911 will recognize Stewards selected in accordance with the Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. LC 911 also recognizes that the displacing of a Steward is the function of the Union. The Union will notify the LC 911 of the identity of Stewards and of any change in Stewards' status.
- 5.04 LC 911 agrees that it will not promote or transfer any Union officer, Steward, or other equivalent titles of the Union (even though the previously mentioned Union representative is agreeable thereto) which affects the employee's existing status as a duly certified local Union representative of the Union, without first notifying the Union. LC 911 shall give the Union prior written notice of the promotion or transfer to avoid any conflict with their steward's duties. The Union shall keep LC 911 advised in writing of the names of all representatives coming within the scope of this Section at the proper Union-Supervisor level.
- 5.05 Each newly hired employee or existing Lake County Employee transferred into LC 911 will be introduced by a supervisor to the appropriate Local Union representative and the Local Union representative will have up to 30 minutes to confer with the employee. Time spent in such meetings during the employee's regularly scheduled hours shall be paid.
- 5.06 LC 911 agrees to permit authorized Union representatives who are also employees to confer with representatives of the LC 911 without loss of pay during such employees' regularly scheduled working hours. No meeting at the workplace shall disrupt or take place without the consent of management. In addition, such employees shall suffer no loss in pay for reasonable time spent during such regularly scheduled working hours.

- 5.07 LC 911, insofar as work schedules permit, agrees to grant to any employee who is a Union Officer, Steward, or properly designated representative of the Union the necessary time off without pay to transact business of the Union, provided that the LC 911 Supervisor is given reasonable advance notice of such absence. Affected employees shall provide at least 7 days advance notice to the Director or Deputy Director or his designee and are encouraged to utilize vacation or compensatory time whenever possible to reduce any burden upon LC 911 operations.
- 5.08 Excused absences for Union business include absences by Union officers or properly designated representatives of the Union to perform administrative duties concerning their Local. In addition, such duties are understood to include attendance at conventions and training classes associated with those administrative duties by those officials, Stewards, or by their designated representatives. Affected employees shall provide at least 7 days advance notice to the Director or Deputy Director or his designee and are encouraged to utilize vacation or compensatory time whenever possible to reduce any burden upon LC 911 operations.
- 5.09 Requests for leaves of absence for Union business shall be made as far in advance as possible. Such requests shall be submitted to the Director or Deputy Director for approval and such requests shall be granted provided that all eligibility requirements are met and at least seven (7) days advance notice is provided. Should a leave of absence extend to one full month in which no work is performed, the affected employee shall be responsible for the full cost of his/her health insurance.

**ARTICLE 6
CLASSIFICATION AND TREATMENT
OF PART-TIME EMPLOYEES**

- 6.01 The classification of a regular part-time employee is based on the County's definition of part-time employment which defines such work as an employee who averages no more than twenty-nine (29) hours per week in any given calendar quarter. The minimum qualification to remain Part-Time will be at least 48 hours per quarter.
- 6.02 Part-time employees are not eligible for the provisions set in this collective bargaining agreement which include but are not limited to health insurance, paid vacation, sick time, personal time, or holiday pay.
- 6.03 Except for payment for overtime hours worked, all hours worked by a part-time employee shall be paid at the rates established such rates shall not exceed that of the full-time employees.
- 6.04 Overtime hours worked in excess of 40 hours per 7 day work cycle shall be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials for all hours worked. It is understood that part-time employees may be scheduled hours to reduce the need to mandate overtime.
- 6.05 During the meetings called by the Union-Management Committee, LC911 shall discuss changes or anticipated changes with the Union in membership reports including work week classification. The Parties will use their best efforts to maintain a sufficient number of full-time employees.
- 6.06 Part-time employees and Full-time employees will have the opportunity to change work classifications subject to the following conditions:
 - Any change may only occur with the permission and approval of management
 - An employee moving from part-time to full-time status shall be subject to completing a ninety (90) day probationary period and shall be given the 30 minutes described in Article 5.05.
 - Time served in a part-time position is generally not counted for the purposes of seniority; however, if all parties are agreeable thereto and on a case by case basis, previous time worked for LC 911 may be taken into consideration; the decision of which shall be solely that of LC 911 and not subject to the grievance process.

**ARTICLE 7
VACATIONS, HOLIDAYS & PAID TIME OFF**

- 7.01 Full-time dispatchers shall be eligible for vacation time as provided in Ordinance NO. 1356C-2 and will be eligible for the full number of weeks or days on January 1st based on years of service for each year of this agreement.
- 7.02 A yearly vacation schedule (January 1st through December 31st) shall be posted by November 1st of each year with the intent to have employees select vacation by seniority by the end of December. The following year's vacation schedule shall be posted on or before January 1st. Vacation changes must be submitted in writing and approved by LC 911 supervisor and notification given to the appropriate Union representative.
- 7.03 Vacation time may be placed into reserve at the employee's request to be scheduled later. Vacation time is expected to be used during the vacation year; however vacation time may be carried over into the following vacation year with the approval from LC 911 management with notification given to the appropriate Union representative.
- 7.04 Full-time employees shall be entitled to sick/personal time as defined by the LC employee handbook.
- 7.05 Scheduled and Approved vacations shall not be changed or canceled without written approval from the LC 911 supervisor and notification given to the appropriate Union representative.
- 7.06 Compensatory time shall not be accumulated beyond one hundred (100) hours and shall take priority over vacation time, and an employee possessing both, shall generally be required to utilize compensatory time first other than for annually scheduled vacation.
- 7.07 Dispatchers who leave employment for any reason shall receive payment for any unused but accrued vacation and any accrued compensatory time.
- 7.08 Dispatchers shall be excused from work for jury duty or other court duty providing that the reason is not of their own doing (charges, indictment, etc.) without loss of pay.
- 7.09 Bereavement Leave shall be granted as defined in the Lake County Employee Handbook in full workday increments.
- 7.10 Holiday allowances shall be paid as defined in the Lake County Employee Handbook, and if an employee is scheduled to work on the Holiday, the employee will be paid at the employee's holiday rate of one and one-half (1 ½) for all hours worked on that day in addition to the holiday pay.

The below listed holidays are recognized as holiday days for all employees covered by this collective bargaining agreement.

New Year's Day	Martin Luther King Day	President's Day
Easter Sunday	Memorial Day	Juneteenth (June 19 th)
Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve

A.) Any employee working overtime on a holiday shall be paid two (2) times the rate for all overtime hours actually worked on the holiday.

B.) LC911 shall recognize actual holidays rather than observed dates as the dates in which holiday pay and overtime shall be applied.

7.11 All Employees are eligible for a day off with pay for their birthday after completing their probationary period. In the event that that multiple employees are requesting off and the time off would impact operations, the employee may select another day off with pay.

7.12 Employees, unless granted otherwise as noted in 7.03, will not carry vacation over to the following year. Although compensatory time may be carried over to a maximum of 100 hours, it shall be the responsibility of management to encourage its use, and if necessary schedule compensatory time accordingly.

7.13 Conversion to Flexible Schedule- If an employee is assigned to a compressed or flexible schedule (a schedule where an employee normally works more than eight hours a day or fewer than five workdays per week), that employee's vacation days, personal time, and/or suspension time are converted to hours rather than days.

ARTICLE 8
SCHEDULING, OVERTIME, AND COMPENSATORY TIME

- 8.01 This Article is intended as a basis of calculating overtime payments, compensation for time worked and scheduling practices. For purposes of calculating hourly rate, salaries will be based upon a 2080 hour work year and 80 hour pay cycle.
- 8.02 The normal workweek (Monday through Sunday) shall consist of 40 hours per work week. Shifts may be arranged and LC 911 will provide 30 calendar days prior notice for any change in normal shift hours. This shall not apply to changes in shift due to emergency staffing needs. An employee's normal workday shall include an hour paid meal break per shift and a 15 minute paid break for every 4 hours worked. The hour meal period might be separated into two smaller meal periods for shifts over 8 hours if approved by management. LC 911 and the Union may mutually agree to changes in this Section. LC 911 will make all reasonable efforts to accommodate scheduled lunch breaks. Breaks and lunches may not be used as a substitute for coming in late or leaving early. Remedies for a missed break, missed lunch break, and/or staffing need will be discussed with the union representative and any such discussion should include ways to improve staffing and scheduling in order to avoid future misses.
- 8.03 Employees will be paid at the overtime rate 1-1/2 times the hourly rate of pay for all hours worked in excess of forty (40) hours per week. For purposes of computing overtime, the term "hours worked" shall include:
- Time worked during scheduled days
 - Time worked on a holiday
 - Time spent in meetings
 - Time spent in training
 - Time spent traveling for LC911 Business away from the center
 - Time spent in court for LC 911 Business
 - Time spent in bargaining

Assignment of overtime shall follow the guidelines set out in this Article.

- 8.04 LC 911 will make reasonable efforts to avoid long duration shifts and unscheduled hours; however, nothing in this Article is intended to prevent an employee from volunteering to work additional overtime hours. LC 911 will make reasonable efforts to avoid long duration shifts and unscheduled hours; however, an employee may be required to work more consecutive hours than originally scheduled, until that employee's replacement arrives, or in the event of an emergency. Employees will only be mandated to work overtime in continuation with hours currently scheduled. Nothing in this Article is intended to prevent an employee from volunteering to work additional overtime hours.
- 8.05 LC 911 will make schedules available to Dispatchers to select their desired shifts. Shifts will be awarded by seniority (as that term is defined by this agreement), except that LC 911 may alter shift assignment of employees to balance experience, qualifications, and/or

training on a shift. The schedules shall be posted and made available 30 days in advance. In the event of an opening on a permanent shift, shift bids will be accepted and offered to the most senior employee. The most senior employee will have the first selection continuing selections through to the least senior employee. Employees may agree to trade shift assignments. Shift switches must be submitted in advance of the scheduled shift and shall be approved the Director or Deputy Director or designee. All shift switches must be between equally qualified dispatchers. All shifts switched will be at no additional cost to LC 911. Shift switches with less than 24 hours' notice that are denied shall not be subject to the grievance procedure. Shift switches shall be approved unless said switch will cause an unbalance of experience and performance.

- 8.06 Generally, the employer agrees to grant compensatory time off in lieu of overtime payment when both the supervisor and the employee are agreeable. An employee may not bank more than 100 hours of compensatory time at any given point. However, the employer must notify the employee that the overtime will be paid in compensatory time at the time the employee is requested to work. Requests for use of compensatory time may not be made until the time is earned and banked. Compensatory time may be used in blocks of 2 hours, unless the balance is less than two hours (in such cases the employee may schedule the use of the remaining balance). Requests for the use of compensatory time will not be denied unless too many other employees are already scheduled off on that shift. Scheduled compensatory time off will not be cancelled except in the case of emergency circumstances. At the sole discretion of the employer and if funds are available, employees may sell back to the employer hours of unused compensatory time at the end of each calendar year by December 1st at the then-current rate of pay. Any amount sold by the employee will be deducted from the employee's compensatory time bank. When funds are not available the employee and appropriate union representative will be notified when the compensatory time will be scheduled. Providing such notice is given, the issuance of compensatory time shall not be subject to the grievance process.
- 8.07 A minimum of 2 hours pay at the overtime rate will be paid for all emergency call out situations. A dispatcher must report within 90 minutes from the time called for an emergency call out, or the dispatcher will notify management to contact the next available Dispatcher to avoid any delay. Once a dispatcher accepts overtime, he/she shall not be able to cancel the callout and is subject to discipline if the employee fails to show.

Overtime will be maintained through one (1) list serving for two (2) purposes.
Work schedules shall be posted or made available for all members to view.
The Overtime list shall be made available to employees on at least a monthly basis:

Voluntary Overtime

When overtime is available LC 911 will first solicit for qualified volunteers using an availability list. Employees may sign the availability list if they are interested in volunteering for overtime. Once the list is established, the first request shall be made based on seniority. Subsequently, the employee who has the fewest overtime hours shall be given priority provided they are qualified for the work available. If multiple employees are qualified for the work available, seniority shall be given priority.

Mandated Overtime

Overtime shifts not covered using the above voluntary availability list may require LC911 employees to be mandated overtime. LC911 will solicit qualified employees, part-time employees, and supervisors to reduce mandated overtime. Employees may find other qualified coworkers to cover mandated overtime shifts. Any coverage changes or trades will require advance management approval. When mandated overtime cannot be avoided, assignment will take into consideration qualified employees who are not already on long duration shifts, rest period between the next shifts, and the amount of overtime already assigned to the employee using the above-described list by requiring the employee that is available to work mandated overtime, and who has worked the least number of overtime hours, to work. Seniority shall serve as the determining factor in the event of a tie breaker between two employees' overtime hours. After the overtime is posted, employees may still volunteer for the open shifts. Overtime assignments can only be changed with the agreement (all such changes will be documented in writing) of the person desiring to work the overtime and the person forced to work the overtime and prior notice to the appropriate supervisor. At the employee's request mandated overtime may be substituted for compensatory time at the rate of 1 and ½ times the hours worked with advance approval from management.

**ARTICLE 9
BONUSES & ADDERS**

- 9.01 Employees who are scheduled to work on the weekend (consisting of 7am Friday through 7am on Monday) will be paid a shift adder of \$1.00 per hour.
- 9.02 LC 911 may require Dispatchers to travel to other work locations for court, training, or work. When so assigned, the employee will be provided transportation or reimbursed for obtaining their own transportation for total mileage at the IRS mileage rate. Travel time will be considered as time worked when the distance is greater than their normal commute.
- 9.03 Employees shall be entitled to any longevity bonus if offered by Lake County in recognition of cumulative service with LC 911. Such additional compensation shall be paid per the following schedule and in accordance with the Longevity Ordinance in effect.

Completed Years Of Service	Amount Per Year
5	\$220.00
10	\$320.00
15	\$440.00
20	\$620.00
25	\$920.00
30	\$1,220.00

- 9.04 LC 911 shall offer an adder to employee(s) chosen to serve or assist with training of new or current employees consisting of one-quarter (1/4) hour of compensatory time for each two (2) hour assignment as a trainer. Management shall discuss with the Union the assignments of these positions.
- 9.05 Non-probationary full-time employees shall be awarded one (1) hour of personal time for each calendar month worked without a dependability infraction.
- 9.06 The LC911 recognition committee will be represented by a collection of employees from within the organization including, but not limited to, Telecommunicators, trainers, union stewards, supervisors, and administrators. The committee will meet and discuss methods to improve retention and morale across the organization. The Committee may provide employees with additional awards for excellent performance.

**ARTICLE 10
TRAINING AND LAYOFF**

- 10.01 The Parties recognize the benefits in offering to employees, training and retraining programs for personal or career development. LC 911 shall offer training and retraining programs to employees for personal or career development to better the community.
- (A) Representatives from LC 911 and the Union will be assigned by their respective party to the Training Advisory Board.
 - (B) The Career & Personal Development Plan, (CPDP) may be used as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within Lake County.
 - (C) Training shall be generic in nature as opposed to job specific and shall cover technical, clerical and other fundamental skills.
 - (D) Participation by employees in the personal or career development training program shall be voluntary.
 - (E) Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by LC 911 when considering the employee for an upgrade or transfer.
- 10.02 The Training Advisory Board shall meet once a quarter unless mutually agreed to otherwise. The executive director shall set the meeting schedule for the Training Advisory Board.
- 10.03 Selected educational institutions may be utilized to deliver services, courses and programs. The Training Advisory Board will make recommendations for institutions, services, courses and programs.
- 10.04 Employees participating in these programs can be reimbursed for fees and textbook costs annually upon successful completion of approved courses and programs if approved by the Executive Director. The amounts of any refunds, charges for negligence, and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments if made.
- 10.05 LC 911 shall advise the Union in writing of all contemplated work force reductions, including the number of employees who will be laid off. LC 911 will discuss with the Union as to a formula or plan for work force reductions during the 10-day period following the written notice of the work force reduction, or a shorter time period if conditions necessitate. If LC 911 and the Union are unable to reach an agreement within such period, work force reductions shall be made as follows (all in inverse order of seniority):

1. Probationary employees shall be terminated first;
 2. And then part-time employees;
 3. Thereafter full-time employees.
- 10.06 LC 911 will provide the Union with a list of employees identified for layoff.
- 10.07 Only in cases of layoff, shall a termination payment be made, consisting of any Vacation Days, Compensatory Days and Sick/Personal Days to which the employee is eligible at the time of leaving shall be paid to employee(s) laid off, or may be paid at the discretion of LC 911 to an employee whose services are terminated for reasons such as inadaptability or inability to properly perform assigned job duties.
- 10.08 LC 911 shall canvass employees asking if they are willing to accept Voluntary Termination Payments and voluntarily terminate their employment in an effort to reduce the amount of employees forced into a layoff.
- 10.09 If additions to the work force are required, LC 911 shall proceed as follows before hiring new regular employees. LC 911 shall offer reemployment for up to one (1) year from the date of layoff in order of seniority to regular full-time and part-time Laid off employees in the following order:
1. Former employees from LC 911 who were qualified by experience at the time of separation from payroll to perform the duties of an available job.
 2. Former employees from LC 911 who were not qualified by experience at the time of separation from payroll to perform the duties of an available job, but can successfully complete training and must demonstrate qualifications to the satisfaction of LC 911 which shall be identical to those LC 911 requires of newly hired employees.
- 10.10 Former employees must keep LC 911 and the Union informed of the telephone number and address at which they can be reached.
- 10.11 Employees who are not eligible for a service pension and whose employment is terminated as a result of layoff shall continue to remain eligible for coverage for up to 21 months under the Health Care Plan Medical Expense Plan. Employees will be eligible for coverage at Lake County's expense for a period of 3 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 18 months at the employee's expense by paying the monthly premium amount. Payment of extended medical coverage by the LC 911 may be counted as part of any obligation of the County required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.
- 10.12 LC 911 will designate a representative or representatives of Management to meet with the Business Manager of the Union, or his designee, and not more than an additional 3 representatives designated by the Union. Union and Management representatives will be

known as the Union-Management Committee. It shall be the function of the Union-Management Committee to study and make recommendations to the Parties hereto with respect to such matters as may be presented to the Union-Management Committee relating to any of Lake County 911's plans or practices affecting the health, welfare and working conditions of employees. Excepted from this list shall be any benefit provided through the County's health insurance plan or a benefit set by ordinance. In addition, as may be required, matters regarding employment changes in LC 911 will be reviewed by the Union-Management Committee as provided herein.

- 10.13 Meetings may be called from time to time on reasonable notice by either the Union or LC 911. The Committee may, at its discretion and by mutual agreement, create ad hoc committees to address issues such as safety, training and development and health care cost containment. Such committees shall present their findings to the Union-Management Committee as often as the Union-Management Committee deems necessary.

**ARTICLE 11
SALARIES & BENEFITS**

- 11.01 This Agreement shall be subject to and subordinated to any applicable present and future Ordinance, Federal, and/or State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions of this agreement. In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision. Such discussions will include but are not limited to, annual wage increases with intended or possible changes affecting Lake County employee wages.
- 11.02 Where Lake County Government introduces or intends to introduce a change that affects the terms and conditions or security of employment of employees covered by this Agreement, and/or alters the basis upon which this Agreement was negotiated, it is agreed:
- That said change and impact adjustment shall be discussed between the bargaining representatives of the parties to this agreement and shall be subject to the Article 12.
 - That Lake County 911 will provide the Union ninety (90) days' notice in writing of any intended change that affects the terms and conditions of this Agreement.
 - That Lake County will assume responsibility with regard to employees who may be affected by said change, which includes but is not limited to retraining, updating, and upgrading skills and accrued compensation under FLSA.
- 11.03 The wage of Dispatchers shall be paid according to the chart below as follows. Upon certification, and with County Commissioner approval, employees shall be increased to the corresponding wage rate. The parties acknowledge that the Department's budget may limit the number of dispatchers allowed in each Level, and a dispatcher may not receive advancement unless a vacancy at that level is available.
- 11.04 Dispatchers who were hired prior to this agreement will remain at the level of pay achieved prior to its adoption, and without suffering a loss, until a vacancy in the next Wage Level becomes available. A list of all adjusted employees' pay has been provided with the chart that follows. Vacancies will be filled with qualified Dispatchers by seniority.
- 11.05 Once adjustment is made, dispatchers will only receive an increase in pay by:
1. Moving to a higher Experience Level
 2. An increase negotiated in collective bargaining.
 3. Through an ordinance adopted by the Lake County Council.
- 11.06 Newly hired employees may be placed at higher Levels on the chart that follows provided that such placement will not prevent a senior "Qualified" employee from filling that position. New hire placement above the training level will be at the sole discretion of Lake County.

Wage Chart

<u>Position</u>	<u>2024 Hourly</u>	<u>2025 Hourly</u>	<u>Points*</u>	<u>Available</u>
<u>Training</u>	<u>\$20.00</u>	<u>\$20.50</u>	N/A	
<u>After Evaluation Period</u>	<u>\$21.00</u>	<u>\$22.00</u>	N/A	<u>45</u>
Telecommunicator/ Dispatcher Level 2 Experience	<u>\$23.50</u>	<u>\$24.50</u>	<u>4 Points</u>	<u>30</u>
Telecommunicator/ Dispatcher Level 3 Experience	<u>\$25.50</u>	<u>\$26.50</u>	<u>8 Points</u>	<u>20</u>
Telecommunicator/ Dispatcher Level 4 Experience	<u>\$27.00</u>	<u>\$28.00</u>	<u>12 Points</u>	<u>10</u>

*Note: Training rate may be frozen with just cause as discussed with the Union and the Employee.

Levels 2, 3, and 4 vacancies may be capped based on County budget. Future placement in to these positions will be based off "Qualified" employees by seniority. Qualified shall be defined for Levels 2, 3, and 4 with points assigned for each of the 15 possible experience points as follows:

- 1 point for experience as a call taker
- 1 point for each of the 8 police dispatch pods (8 total possible points)
- 1 point for each of the Fire/EMS dispatch pods (3 total possible points)
- 1 point for experience at IDACS
- 1 point for experience as a LC911 Q
- 1 point for certification as LC911 CTO Certified Dispatcher

ARTICLE 12
GRIEVANCE & PROBLEM RESOLUTION PROCEDURES

- 12.01 At any meeting between a representative of LC 911 and an employee in which discipline for just cause (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced or investigated, it shall take place within 5-days of the accused infraction. A Union representative shall be present if the employee so requests. A copy of documentation used at the meeting shall be provided to both the employee and union.
- 12.02 All disciplinary records shall not be considered for the purposes of future discipline 12 months after the infraction provided that the employee has shown a sustained correction in the behavior.
- 12.03 In the event LC 911 contemplates the dismissal for just cause of any employee, the LC 911 shall notify the Business Manager or appointed designee of the Local Union involved and review the facts with the Business Manager prior to the actual dismissal.
- 12.04 The Union may request that a Union-Supervisor Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the Executive Director or their Designee at LC911.
- 12.05 The Board will meet within 10 days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee shall attend the Board meeting except in unusual circumstances either Party may request that the employee not be present at the meeting. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his/her absence, the Union) to present any facts which the employee believes should be brought to LC 911's attention when considering the matter and for the Parties to attempt to resolve the issue. The Parties agree to work together to provide reasonable security for the safety of Board participants when either party determines that a need for such security exists.
- 12.06 If after the meeting of the Board, LC 911 dismisses the employee, the Union may elect to:
- (A) To advance the matter to impartial arbitration as provided in this Article, if the employee was present at the Board meeting; or
 - (B) To advance the matter to Step 3 of the grievance procedure as provided in this Article, if the employee was not present at the Board meeting;
 - (C) Withdraw the grievance without setting precedent.
- 12.07 In the event that the Union provides LC 911 with notification of a desire to hold a Union - Supervisor Review Board and no meeting is held, the Union will be notified within 10 days from the original notification of contemplated dismissal, that either the employee is being dismissed or that circumstances warrant further investigation. If the employee is so

dismissed, the Union may appeal the dismissal under the grievance procedure as provided in this Article.

- 12.08 Should differences arise between LC 911 and the Union, such matters shall be processed according to the grievance procedures set forth in this Section. LC 911 and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Arbitration" set forth in the Sections following, provide for the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. Neither LC 911 nor the Union, its Local or Representatives, will attempt either directly or indirectly by means other than the grievance and/or arbitration procedures to bring about the resolution of any issue which is a subject for disposition through such procedures. It shall be the objective of both LC 911 and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.
- (A) Any individual employee who has a complaint may first consult with his/her immediate supervisor. If the complaint is not resolved then any individual employee shall have the right to present grievances to LC 911 and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed LC 911 that the Union represents that employee, LC 911 shall not discuss or settle such grievance directly with said employee initiating the grievance unless a Union representative is given an opportunity to be present.
- (B) The grievance procedure shall consist of three steps:
- Step 1 - A grievance shall be presented to LC911.
- Step 2 - A grievance appeal may be made to the next higher-level LC911 representative.
- Step 3 - Notice of a further appeal shall be made in writing to the Executive Director at LC911.
- (C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either party.
- (D) The decision of LC 911 at Steps 1, 2 and 3 shall be given to the Union within 10 days of the close of the grievance meeting, or within a mutually agreed upon later date.
- (E) Upon mutual agreement of the Parties, any single grievance may initially be heard at any step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.

- (F) All meetings will be held at a mutually agreed time and date. LC 911 will establish the place of the meeting considering the convenience of both parties.
- (G) Each party recognizes the right of the other to investigate the circumstances surrounding any grievance or accident and agrees to cooperate with the other in such investigations. LC 911 and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance meetings.
- 12.09 An issue subject to arbitration shall be submitted to arbitration at the request of the Union, provided the Union has notified the Executive Director or their Designee at LC911 within 30 calendar days of the date of the final decision rendered at Step 3 under the grievance procedure or following a Union - Supervisor Review Board dismissal, of its desire for arbitration.
- 12.10 Within 10 days of LC 911's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a permanent panel of 10 arbitrators to be established jointly by the parties, with each party appointing five (5) members of the panel. Replacement of panel members will be made by the appropriate appointing party. Either party may demand replacement of an arbitrator on the panel, which shall be effective after the arbitrator has concluded all matters that were assigned to him or her. The parties shall either agree upon an arbitrator from the permanent panel or alternatively strike names on the panel until one name remains.
- 12.11 Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without unnecessary delay. LC 911 and the Union shall attempt to agree upon and reduce such issue or issues to writing at or before the commencement of the hearings. The hearing and decision of the arbitrator shall be confined to the issue or issues presented and the arbitrator shall not, as part of any decision, impose upon the Parties any obligation to arbitrate a subject which has not been agreed upon in this Agreement as a topic for arbitration. The arbitrator shall render the decision in writing within 30 calendar days following receipt of the Parties' briefs and the record in the case is closed. The award of the arbitrator shall be final and binding upon the Parties, subject to law, and LC 911 and the Union agree to abide by the decision of the arbitrator.
- 12.12 The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. To clarify under Indiana law, (*See Ind. Code § 36-8-22-1 et seq*) any such settlement or award shall recognize that *Deficit Financing is Prohibited* in order to be an effective settlement consistent with the terms of this Agreement.
- 12.13 The compensation and expenses of the arbitrator and the general expenses of the arbitration such as transcripts, hearing rooms, etc., shall be shared equally by LC 911 and the Union. However, transcript costs shall be shared only if both parties order a transcript. Each party shall bear the expense of its representatives and witnesses.
- 12.14 Time requirements in this article may be extended at the request of either party.

**ARTICLE 13
ATTENDANCE**

- 13.01 An employee who is unable to report for work shall report the reason for the absence to LC911 at least four (4) hours before the regular starting time for that employee. Failure to provide timely notice for the absence may be considered an absence without pay for the entire shift. Absence due to illness is expected to require the employee to be confined to the employee's residence unless the employee is hospitalized or on the way to or from medical treatment. This restriction applies to the use of time while caring for a family member.

- 13.02 LC911 and the Union agree that attendance abuse is a serious problem which hampers effective operations of LC911 and penalizes those employees who do not abuse attendance. The parties agree to cooperate to curtail attendance abuse. LC911 retains the right to take corrective action to deal with attendance. Corrective steps may include, but are not limited to, discipline up to and including dismissal.

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ARTICLE 14
AGREEMENT & COLLECTIVE BARGAINING

- 14.01 This Agreement shall become effective as of 12:00 a.m. Central Daylight Time on January 1st, 2024, and shall remain in effect until 11:59 p.m. Central Daylight Time on December 31st, 2025.
- 14.02 Either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement. Bargaining with respect to a new Agreement will normally take place during the 60 days prior to the department's budget approval unless otherwise mutually agreed to by the Parties. If neither party serves timely notice upon the other, this Agreement shall automatically renew for successive one-year periods until timely notice is provided at the end of each one-year period.
- 14.03 All collective bargaining shall be conducted between authorized representatives of the Union as designated by its Business Manager or by a person empowered to act in the Business Manager's behalf and authorized representatives of LC 911.
- 14.04 Unless mutually agreed otherwise, up to 3 authorized representatives on the Union's bargaining team who are LC 911 employees not on leave of absence for Union business, shall be paid by LC 911 for time spent in collective bargaining sessions in an amount not to exceed his/her basic wage rate per day.
- 14.05 It is the intention of LC 911 and the Union, with respect to future collective bargaining of replacement agreements, to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of the present Agreement.
- 14.06 Any agreements reached as a result of collective bargaining by representatives of the Parties to this Agreement shall become binding and effective only upon signature of the authorized representatives of the Parties as designated respectively by the Business Manager of the Union and by the LC 911 Representative or by persons empowered to act in their behalf.
- 14.07 LC 911 agrees to have this Agreement printed by a union printer and to provide copies requested by the Union at the time of printing. LC 911 shall pay for the first 150 copies requested by the Union at the time of printing. The costs of all additional copies requested by the Union shall be paid for by the Union. LC 911 shall pay for Lake County requested copies unless LC 911 and the Union mutually agree to an exception.
- 14.08 If any provision of this Agreement is invalid because it is contrary to any law, the law shall replace that provision and the remaining provisions shall not be affected.

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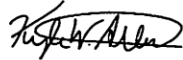
IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document set forth below.

AGREED:

Date: 09-20-2023

FOR LAKE COUNTY INDIANA COMMISSIONERS:

FOR THE UNION:



Commissioner 1st District
Kyle W. Allen Sr.



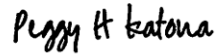
Paul T. Wright
President-Business Manager Local 21
International Brotherhood of Electrical Workers



Commissioner 2nd District
Jerry Tippy



Commissioner 3rd District
Michael C. Repay



Lake County Auditor
Peggy Holinga Katona

Lake County Bargaining Committee

- Corbin Bish
- Mark Swiderski
- Maegan Vargas
- Christopher Wittmer

Local 21 Bargaining Committee

- Byron Bonham III
- Heather Brown
- Tiffany Palmer
- Stephanie Sandilla

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document set forth below.

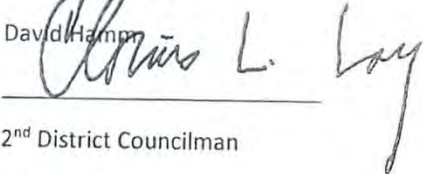
AGREED:

FOR LAKE COUNTY INDIANA COUNCIL:



1st District Councilman

David Hamm



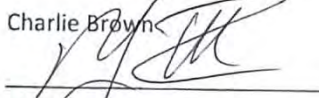
2nd District Councilman

Clorius Lay

ABSENT

3rd District Councilman

Charlie Brown



4th District Councilman

Pete Lindemulder



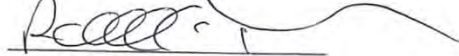
5th District Councilwoman

Christine Cid



6th District Councilman

Ted Bilski

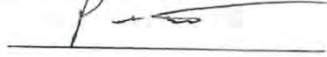


7th District Councilman

Randy Niemeyer

Signed by Lake County Council on 11/14/2023

FOR THE UNION:



Paul T. Wright

President-Business Manager Local 21
International Brotherhood of Electrical Workers

Lake County Bargaining Committee

Corbin Bish

Mark Swiderski

Maegan Vargas

Christopher Wittmer

Local 21 Bargaining Committee

Byron Bonham III

Heather Brown

Tiffany Palmer

Stephanie Sandilla

In the Matter of County Council 6001 – Consulting Contract – Law Office of Ray L. Szarmach, P.C.

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

Lindemulder – We've talked about this earlier this summer, at that time the discussion was that Ray was going to retire at the end of the year. I do know that he has Lisa in his who does provide services. I do think that this is one of those issues that the people that have elected me have talked to me about. We've got multiple contracts with multiple different people providing different services in where they say they're going to be gone and they're not gone, no offense to Ray, but we're just continuing on something. I do not support this and my vote will reflect that.

Niemeyer – As I mentioned in the study session, I think its important for us to take a look at whether or not we have duplication of services. If Tom is our county council attorney, he should have the capacity and staff to do the work for the county council on case by case basis of certain types of litigation that someone may have greater expertise in I can see the validity of hiring some outside counsel but for the day to day business of the county council, I would prefer us to have one go-to on this and it's nothing personal against anyone that's worked with the county. Ray's contributions have been immeasurable. His knowledge is extremely important and we're very appreciative of that but in an effort to reduce duplication, I support Councilman Lindemulder.

Bilski – I made the motion and will be supporting it. Its beyond just the consulting contract with Ray. It's his firm and what Lisa who does a lot of the leg work as well as Linda who does a lot of research. We've had success with this and it kept us out of a lot of litigation. When it comes to team building I think we'll be addressing that. There seems to be a concern with Mr. Bishops law firm however with that said, to keep this team cohesive and the reduction rate this contract is not for per se Ray its coming through his law offices but its for his team and his staff. I think in a year from now our attorney, Mr. O'Donnell, will have an opportunity to absorb that staff if he so chooses. This isn't easy to make this transition, it's not redundancy in attorneys. I think he's done a great job and I appreciate the services.

Szarmach – On the issue of duplication, as you know what I've done has helped out tremendously for the county. I have forty years of files. I have forty years of work we've done. There's very little duplication between the two of us. What the council has done for the last fifteen/twenty years is you've had two attorneys.

Lindemulder – It's nothing personal against you at all, I appreciate everything you've done and you continue to do and the resource that you are; its just if I own a business, I don't just keep hiring people because they might help this person or that person, you're hired for the position that you have and I think its time to move forward.

Majority voted yes. Lindemulder and Niemeyer voted no. Motion to approve carried 4-yes, 2-no, 1-absent.

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

THIS AGREEMENT, entered into this 14th day of November, 2023, effective from January 1, 2024 to December 31, 2024, by and between the LAW OFFICE OF RAY L. SZARMACH, P.C., (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

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

WITNESSETH THAT:

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

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the LAKE COUNTY COUNCIL as the fiscal and legislative body of Lake County, hereby employs the consulting services of Law Office of Ray L. Szarmach, P.C., 2115 W. Lincoln Hwy., Merrillville, IN, 46410.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.

2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Five Thousand (\$5,000.00) Dollars per month for a total of Sixty Thousand (\$60,000.00) Dollars per year:
 - A. The Consultant will provide secretary and paralegal services as required.
 - B. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
 - C. Attend all meetings of the Council, and Council committees when requested.
 - D. Prepare opinions, reports and documents for the Council as requested.
 - E. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.

F. The fixed fee payable to the Consultant under this section is payable out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee of Five Thousand (\$5,000.00) Dollars shall be paid monthly.

3. Representation in Litigation.

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

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

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

6. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving thirty (30) days written notice to the other party and specifying the effective date of termination.

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

8. Provisions Concerning Certain Waivers. Subject to applicable law, any

right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
12. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Council while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breach or default.
13. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of

nondiscrimination and affirmation action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

- C. The provisions of the Affirmative Action Program adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
- F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
- C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.
- D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of

either party.

- 16. Extension. This contract may be extended by agreement of the parties.
- 17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Office of Ray L. Szarmach, P.C. Attorney at Law 2115 W. Lincoln Hwy. Merrillville, IN 46410	Lake County Council 2293 N. Main St. Crown Point, IN 46307
--	--
- 18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
 - A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
 - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.
- 19. Information Availability.
 - A. Information that is the property of the Lake County Council shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1, et. seq.
 - B. The Council members recognize and acknowledge that in the course of performing the services provided hereunder it may have access to

certain confidential or proprietary information of Consultant and Consultant's business and computer operations. The Council members hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

20. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter, "political subdivision" has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 "Political contract for services" as used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. I.C. 22-5-1.7-0 "Unauthorized alien" as used in this chapter, "authorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1. The public contract contains:

- A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
- B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
- 2. The contractor signs and affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
 - 1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - 1. Does not knowingly employ or contract with an unauthorized alien;
 - 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
- 21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

the penalties of perjury that my company does not knowingly employ an unauthorized alien.

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

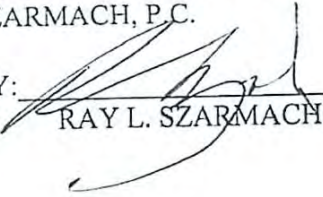
IN WITNESS WHEREOF, the Council and the Consultant have executed this Agreement as of the date first written above.

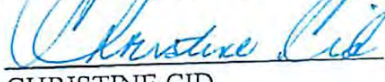
LAKE COUNTY COUNCIL

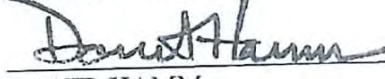
CONSULTANT ATTORNEY

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

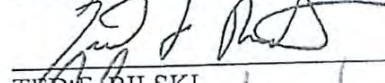
ABSENT
CHARLIE BROWN, President

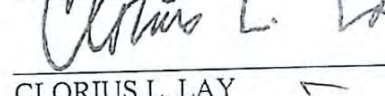
BY: 
RAY L. SZARMACH


CHRISTINE CID


DAVID HAMM

NO
PETE LINDEMULDER


TED BILSKI


CLORIUS L. LAY

NO
RANDELL C. NIEMEYER

36-2-3-10 Employment of attorney to represent and advise fiscal body, IN ST 36-2-3-10

West's Annotated Indiana Code
Title 36. Local Government (Refs. & Annes)
Article 2. Government of Counties Generally
Chapter 3. County Fiscal Body

IC 36-2-3-10

36-2-3-10 Employment of attorney to represent and advise fiscal body

Currentness

Sec. 10. (a) The fiscal body may employ and fix the compensation of an attorney to represent and advise the fiscal body. ✓

(b) For the purposes of Section 9, Article 2 of the Constitution of the State of Indiana, employment by a county fiscal body as an attorney does not constitute a lucrative office.

Credits

As added by P.L.137-1989, SEC.13.

I.C. 36-2-3-10, IN ST 36-2-3-10

The statutes and Constitution are current with all legislation of the 2023 First Regular Session of the 123rd General Assembly effective through July 1, 2023.

End of Document

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Ex. A.

36-2-3.5-5 Legislative powers and duties, IN ST 36-2-3.5-5

West's Annotated Indiana Code
Title 36. Local Government (Refs. & Annes)
Article 2. Government of Counties Generally
Chapter 3.5. Division of Powers of Certain Counties

IC 36-2-3.5-5

36-2-3.5-5 Legislative powers and duties

Currentness

Sec. 5. (a) All powers and duties of the county that are legislative in nature shall be exercised or performed by its legislative body.

(b) The legislative body may:

- (1) establish the committees that are necessary to carry out its functions;
- (2) employ legal and administrative personnel necessary to carry out its functions; ✓
- (3) pass all ordinances, orders, resolutions, and motions for the government of the county, in the manner prescribed by IC 36-2-4;
- (4) receive gifts, bequests, and grants from public or private sources;
- (5) conduct investigations into the conduct of county business for the purpose of correcting deficiencies and insuring adherence to law and county policies and regulations; and
- (6) establish, by ordinance, new county departments, divisions, or agencies whenever necessary to promote efficient county government.

Credits

As added by Acts 1981, P.L.11, SEC.147.

I.C. 36-2-3.5-5, IN ST 36-2-3.5-5

The statutes and Constitution are current with all legislation of the 2023 First Regular Session of the 123rd General Assembly effective through July 1, 2023.

End of Document

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Ex B.

In the Matter of County Council 6001 – Consulting Contract – Grants Management Services of Jeanann Georgas Ficker

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

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, entered into this 14th day of November, 2023, effective from January 1, 2024 to December 31, 2024 by and between JEANANN GEORGAS FICKER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the following Grants Management services:
 - A. Consultant will work with Auditor's Office, Department Grant Managers, and other parties involved in the County's federal grant programs, as needed, to prepare the Schedule of Expenditures of Federal Awards (SEFA), a required component of the County's Annual Financial Report.
 - B. Consultant will coordinate with County Offices, Courts Departments, and Agencies, their Grant Managers, and the Lake County Council Grant Oversight Committee to promote compliance with the County's grant policies and procedures.
 - C. Consultant will advise the Auditor's Office, the Council, Department Grant Manager(s), and/or other entities to detect, correct, and prevent potential compliance issues.
 - D. Consultant will devote such hours as are necessary to perform the service listed above.
 - E. Consultant reports directly to the Council and not to the Board of Commissioners and/or Lake County Attorney
3. **Compensation.** The County agrees to pay the Consultant a sum not-to-exceed One-Hundred-Eight Thousand Dollars (\$108,000.00) for all services required herein subject to annual funding by the Fiscal Body. The fixed rate fee of \$9,000.00 will be paid monthly.
4. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that she has, or will secure at her own expense, all personnel required in performing the services under this agreement. All services required hereunder will be performed by the Consultant or under her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees to abide to the following in its operations:
 - A. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- C. The provisions of the Affirmative Action Plan adopted by the Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable by reference as part of this Agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor, or other legal entity that benefits from the funds paid to the Consultant by this agreement.

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforce.
- B. The Consultant shall be deemed an independent contractor and not an employee of the County and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- C. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

18. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.c. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
19. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens,
 - B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person who has or is attempting to enter into a public contract for services with a state agency or political subdivision.
 - C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
 - D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
 - E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
 - F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
 - G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
 - H. IC 22-5-1.7-1 1 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 1 1. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 201 1. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - (1) The public contract contains:
 - (a) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and

- (b) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
- (2) The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (3) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
 - (b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program.
And
 - (c) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- 20. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
- 21. **Notice.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties via USPS mail or electronic mail to the addresses noted below:

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

JEANANN GEORGAS FICKER, PRINCIPAL
PERFORMANCE MEASUREMENT GROUP
788 EASTBROOK LANE
CROWN POINT, IN 46307-5013

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

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

CONSULTANT

MICHAEL C. REPAY, President

Jeanann Georgas Ficker

JEANANN GEORGAS FICKER

KYLE W. ALLEN, SR.

ATTEST:

JERRY TIPPY

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

LAKE COUNTY COUNCIL

ABSENT

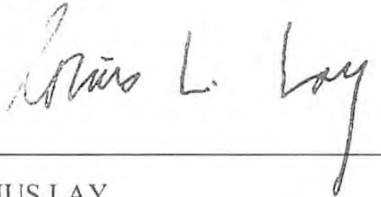
CHARLIE BROWN, President



TED F. BILSKI



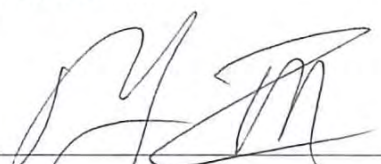
CHRISTINE CID



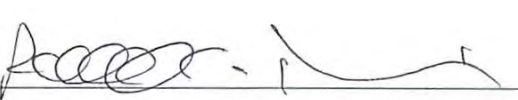
CLORIUS LAY



DAVID HAMM



PETER LINDEMULDER



RANDELL NIEMEYER

Signed by Council on 11/14/2023

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

Niemeyer – I met with Treasurer Petalas and some of his staff after the council study session. One of the things I'm not trying to do is to prosecute the past but more of learn from it and make sure that we come up with solutions that equal the amount of value of the money that's going to be spent on this so that the next time there's a software change, we have a better understanding of the type of support that's needed to change over. What I'm discovering is that it seems that the training that was provided was either substandard training or without a lot of support. I know that Data has claimed that the employees didn't show up and I've received an entirely different report from many employees who were involved in it that the training was simply shoved down their throat, it was done on an abbreviated time line and we've just continued to kind of throw money at this HTC outfit. So, in going forward, what I'm hoping is to have a meeting with some folks in the auditor's office and with Data so that we can find some solutions that in ten years from now, if you make another software change, that when you're onboarding a system like this, that we don't become an un-auditable firm by the State Board of Accounts. Scott have you gotten an update as to what it may cost for this full implementation by Baker-Tilly?

Scott – I just have their proposal. I know the commissioners are working on refining the proposal but its approximately three million dollars to continue optimizing what we have already.

Niemeyer – So if onboarding would have been done maybe a little bit more deliberate and its been discovered that some of the things in Lawson weren't right when it was transferred over to Oracle is that accurate?

Scott – Yes.

Niemeyer – So, given that, it seems like the onboarding is where the main part of the issue is that we've got to figure out procedures internally here and controls that when there are these major changes, that we take a more step by step focused approach on the onboarding side of software changes. So, I appreciate Treasurer Petalas and his staff with their candor and time. I'm not looking to point the finger at a bunch of people just looking to figure out how we can solve the problem going forward and make sure that the three million dollars that will be invested by the taxpayers of this county is done so in a value-added way rather than just another hit on bad practices.

Lindemulder – Do we need both HTC and Baker-Tilly as we go through this process?

Scott – So the contracts are pretty detailed. There's the oracle licensing piece so that may have to stay with HTC for another year but the management of the system and the support, you can choose one vendor for that.

Lindemulder – We just approved additional time for HTC, is there any way we could replace some of that and not spend some of that money or that's already been approved?

Scott – No I spoke with Mark last week and he said that it hasn't been spent yet. So, there's potential for some of that two-fifty to be available.

John Petalas – The scope of work that Baker-Tilly submitted to the commissioners on Saturday for the problem of fixing form sixty-one and being able to get a report, they're indicating that that cost will not exceed seventy-five thousand dollars. Of course, if it does go over that amount, they'll come back to the commissioners.

Scott – There's multiple contracts in the works, there's short-term solution and a long-term solution. So, he just references the short term.

Cid – Just for the form sixty-one.

Scott – For that and to get year 2022 cleaned up for the audit. The goal is March 1st. Could be sooner but that's the goal.

In the Matter of Resolution Acknowledging December 1, 2023 as World AIDS Day

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

RESOLUTION NO. 23-57

RESOLUTION ACKNOWLEDGING
DECEMBER 1, 2023 AS WORLD AIDS DAY

WHEREAS, the Centers for Disease Control and Prevention estimates that more than 1,189,700 people are living with HIV in the United States and for every 100 people with HIV, 87 knew their HIV status; and

WHEREAS, new infections continue at far too high a level, with 36,136 new HIV diagnoses in the United States and dependent areas in 2021; and

WHEREAS, in recent years, the rate of death due to HIV disease continues to slowly decline, decreasing from 2.6 deaths per 100,000 in 2010 to 1.3 deaths per 100,000 in 2021; and

WHEREAS, in May of 2015, a new law went into effect to allow local health departments and law enforcement to work together, if certain criteria are met, to start a syringe exchange program to provide hard to reach people who inject drugs with an opportunity to reduce the spread of bloodborne diseases such as HIV and HCV by using sterile syringes, share syringes less often and safely dispose of used syringes; and

WHEREAS, the World Health Organization in 1988 established World AIDS Day (December 1st) providing an opportunity for people worldwide to unite in the fight against HIV, to show support for people living with HIV, to commemorate those who have died from an AIDS-related illness and to reach out to families, friends and loved ones who have been deeply affected; and


WHEREAS, the Lake County Council acknowledges December 1, 2023 as World AIDS Day.

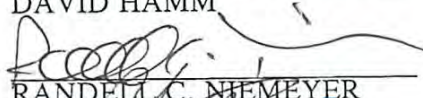
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

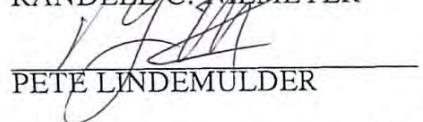
That the Lake County Council acknowledges December 1, 2023 as World AIDS Day.

SO RESOLVED THIS 14th day of November, 2023.


ABSENT
CHARLIE BROWN, President

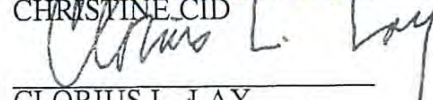


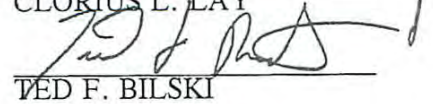
DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER



CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Permitting the Superior Court of Lake County, County Division – Room No. 4 to Pay an Outstanding 2022 Invoice/Debt in the amount of \$56.50 from the 2023 Budget

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

RESOLUTION NO. 23-58

RESOLUTION PERMITTING THE SUPERIOR COURT OF LAKE COUNTY, COUNTY DIVISION - ROOM NO. 4 TO PAY AN OUTSTANDING 2022 INVOICE/DEBT FROM THE 2023 BUDGET

WHEREAS, the Lake Superior Court, County Division - Room No. 4 is currently operating in the 2023 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2022, has not been paid:

<u>1001-4001-62410</u>	<u>Other Supplies</u>
Gateway Business Systems, Inc.	\$ 56.50; and

WHEREAS, the Lake Superior Court, County Division - Room No. 4 desires to pay the above invoice/debt due.


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

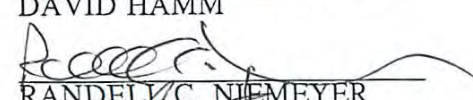
That the following 2022 expense shall be paid from the Lake Superior Court, County Division - Room No. 4's 2023 Budget:

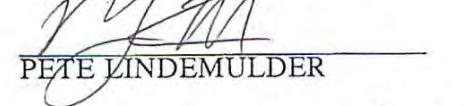
<u>1001-4001-62410</u>	<u>Other Supplies</u>
Gateway Business Systems, Inc.	\$ 56.50

SO RESOLVED THIS 14th day of November, 2023.

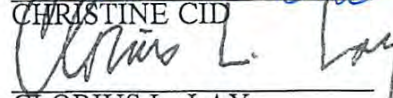
ABSENT
CHARLIE BROWN, President

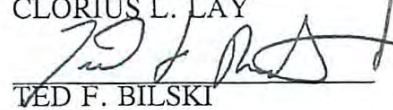

DAVID HAMM


RANDEL C. NIEMEYER


PETE LINDEMULDER


CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Permitting the Office of the Prosecuting Attorney to Pay an Outstanding 2022 Invoice/Debt in the amount of \$510.21 from the 2023 Budget

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

RESOLUTION NO. 23-59

RESOLUTION PERMITTING THE OFFICE OF THE PROSECUTING ATTORNEY TO PAY AN OUTSTANDING 2022 INVOICE/DEBT FROM THE 2023 BUDGET

WHEREAS, the Office of the Prosecuting Attorney, is currently operating in the 2023 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2022 has not been paid:

<u>4141-9001-63145</u>	<u>Legal Services</u>
Lindsey Lanham	\$ 510.21; and

WHEREAS, the Lake County Council desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2022 expense shall be paid from the Office of the Prosecuting Attorney's 2023 Budget:

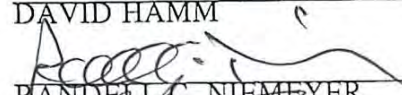
<u>4141-9001-63145</u>	<u>Legal Services</u>
Lindsey Lanham	\$ 510.21

SO RESOLVED THIS 14TH DAY OF NOVEMBER, 2023.

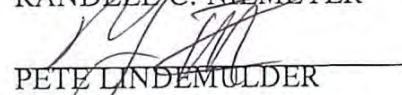
ABSENT
CHARLIE BROWN, President



DAVID HAMM



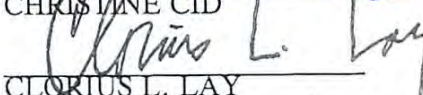
RANDELL C. NIEMEYER



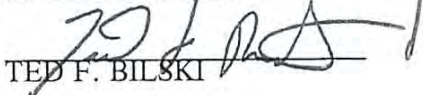
PETE LINDEMULDER



CHRISTINE CID



CLORIUS L. LAY



TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending Ordinance No. 1132B, Establishment of Non-Sufficient Fund Service Fee Charge

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

O'Donnell – This is the one that we had questions about and Larry and I did not get to connect on it about why this fund exist. Why does it have to go into a separate fund instead of going into the general fund?

Cid – I think my preference would be that it go to the general fund. The fee that we pay comes out of the general fund so it only makes sense that when the fee is returned to us by whoever wrote the non-sufficient fund check, that that money goes back to the general fund.

John Petalas – If somebody's bill bounces, not only their NSF check that we take, whatever they owe, put it inside the general fund from that fund until we can collect it back from them.

Cid – Well when I looked at the fund, it hasn't been used in several years.

Ofelia Gregoline – That was due to the fact that the previous staff just wanted to keep accumulating it.

Cid – Maybe we can defer it and have Tom review the statute.

Petalas – I don't understand. Its very simple. Its been on the books since 1994. The fund can be used by the county treasurer for any purpose he wants. That's the way it was originally designed. We just haven't tapped into it. All we're trying to do is, right now if a bank, if we just collect the taxes, if we get a hundred people with bounced checks all we're going to be able to charge them is fifteen dollars but the banks get to charge us thirty-five.

Cid - That part I'm in favor of. I have no issue with changing the fee amount but I think we need to look into why this money just doesn't return to the general fund.

Lay – They've been doing it for twenty-nine years I assume it has lived beyond the state board of accounts so why don't we go ahead and get this out of the way.

Petalas – The only amendment we're asking is that we are allowed to charge the taxpayer what the bank charges us. Now if you guys think that you need to take this money away and use it for something else, that's up to you. But I just want to make sure that if I'm being charged thirty-five dollars, that I can retrieve thirty-five dollars.

O'Donnell – I think what the chair is saying is that that hasn't happened. That money has sat there and accumulated for years and if you're saying, as the new office holder, that you're going to start pulling this money out, maybe that would give the chair some clarity.

Cid – And for what use?

Gregoline – With our current budget that we have, we don't have a lot for equipment repair and we spent a lot of money on the cash counters. Just getting one fixed for maintaince cost at least eight hundred and fifty dollars. We don't have the money for buying the cashiers new drawers if they break. We've never tapped on it because before the budget was changed, they had that kind of funding and now what we're trying to do is create something so that we can depend on.

O'Donnell – But what this ordinance says is that you can use it to make up any deficiencies in the cash accounts.

Petalas - We were just told this year, that we could use this fund as a non-reverting fund. I don't think any treasurer has ever known that.

Lay – How much is in the account?

Scott – A hundred thousand.

Petalas - It only accumulates about twenty-five hundred every year.

Hamm – As the chairman, I'll make a motion to defer as long as Tom and Ray can get together and get this resolved.

Petalas – I would ask that if you confer, that you confer soon because yesterday was the last day to collect taxes and I'm sure we're going to be getting tons of bounced checks in the next couple of weeks.

Hamm – Is there money that needs to be spent right now out of that account?

Petalas – Yeah, we can spend up the fifteen dollars, but the banks are charging thirty-five.

Bilski – Maybe a simple solution would be to pass it today and then next month bring it back on the agenda and we can amend it to read however you want.

Hamm – I change my mind, lets move forward with this. Still, both Ray and Tom can decide what we need to do to amend the ordinance for better accounting. I'll let my motion stand.

Cid – I still have a concern, you just mentioned items that you want to spend it on, which I don't believe is in compliance with the current ordinance, so there's still some clarity there. We can pass this today, all I'm asking is that you follow the ordinance and only apply those charges to it that are allowed by the current ordinance.

Lay – I don't think they indicated they were spending. I believe they want to collect the money. The bank charges thirty-five, they collect fifteen, he's going to have a lot of checks bouncing. He's not talking about spending.

Cid – Well I heard different. I heard that they want to buy cash drawers and other items from that fund.

Lay – That's in the event.

Cid – In the event of what?

Gregoline – In the event that of any type of equipment repairs.

Lindemulder – So we get charged thirty-five dollars, that gets paid out of the general fund?

Petalas - No, it's paid out of this fund.

Lindemulder – So then it's just in and out basically. But how are we accumulating that much money?

Cid – Then why do we need a different fund and this fund has not been paying those fees for the past few years?

Petalas - When we collect tax and somebody bounces a check, the bank automatically takes it out of our general fund. So, we in turn, when we collect it from the taxpayer, we put it back in this fund.

Lindemulder – So the general fund is paying the bank fees and we're creating a slush fund on the outside?

Petalas – There is no slush fund.

Lindemulder – That's the definition of a slush fund.

Cid – So, the motion is to amend the ordinance as written right? Changing the fee to thirty-five dollars?

O'Donnell – It's changing to whatever the bank charges.

Majority voted yes. Brown was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

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

Hamm made the motion, seconded by Bilski, to approve on Second Reading.

Niemeyer – I do think Councilman Lindemulder's point is valid. If we have a fund like this the money should be spent out of that fund. It's really simple. The general fund shouldn't be tapped for these dollars so hopefully as part of that deliberation, includes some discipline as to what that fund is used for.

Cid – Or my concern is do we even need the fund? Can the monies just go to the general fund?

Lindemulder – It should just be in and out.

Petalas – Nobody has ever purchased anything out of that fund. Its not a slush fund, nobody's ever bought a copy machine, nobody's every bought pencils, nobody's ever used it for anything.

Cid - I brought this up because if the money is coming out of the general fund, then the fee should go back to the general fund when its collected. In and out, that's all. I asked why we have such a fund, I don't find it necessary.

Majority voted yes. Brown was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1132B-1

ORDINANCE AMENDING ORDINANCE NO. 1132B,
ESTABLISHMENT OF NON-SUFFICIENT FUND SERVICE FEE CHARGE

WHEREAS, on July 12, 1994, the Lake County Council adopted Ordinance No. 1132B,
an Ordinance for the Establishment of Non-Sufficient Fund Service Fee Charge;
and

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

Ordinance No. 1132B, the Ordinance for Establishment of
Non-Sufficient Fund Service Fee Charge shall be amended as follows:

DELETE:

Now, Therefore, be it resolved, that a Twenty-Five Dollar (\$25.00) charge
is hereby established for each check presented to the County for which a
non-sufficient funds notice is received by the County. These monies shall
be deposited in a separate fund known as the Non-Sufficient Check Fund of
the Lake County Treasurer which is to be used for making up any deficiencies
in the cash accounts of the Treasurer. The Treasurer shall submit a report
to the Lake County Council annually indicating the amount of monies collected
and the fund balance.

INSERT:

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

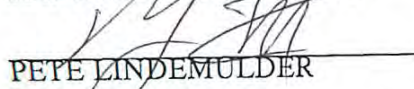
1. A fee consistent with a bank's non-sufficient funds fee charged
to Lake County is hereby imposed upon each person who remits
to the County a check which is dishonored for non-sufficient funds, or
any other reason ("NSF Check Fee").
2. The fee charged shall be deposited in a separate fund known as the
Non-Sufficient Check Fund of the Lake County Treasurer, which is to be
used for making up any deficiencies in the cash accounts of the
Treasurer. The Treasurer shall submit a report to the Lake County
Council annually indicating the amount of monies collected and the
fund balance.

SO ORDAINED THIS 14th DAY OF NOVEMBER, 2023.

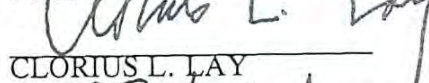
ABSENT
CHARLIE BROWN, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Establishing a Tax Sale Wire Transfer Fee for the Lake County Treasurer and Repealing and Replacing Ordinance No. 1461F

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

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

Hamm made the motion, seconded by Bilski, to approve on Second Reading.

Cid – I have a point to make. This fee, the same that the bank is charging us, comes back and goes to the general fund.

Majority voted yes. Brown was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1489A

ORDINANCE ESTABLISHING A TAX SALE WIRE TRANSFER FEE FOR THE LAKE COUNTY TREASURER AND REPEALING AND REPLACING ORDINANCE NO. 1461F

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)(6) provides that the Lake County Council has the power to impose a user fee reasonably related to reasonable and just rates and charges for services; and

WHEREAS, pursuant to I.C. 36-2-10-23, notwithstanding any other law, payments to the treasurer for any purpose may be made by cash, check, bank draft, money order, bank card or credit card, electronic funds transfers and any other financial instrument authorized by the Treasurer and the Treasurer shall collect a sum equal to the amount charged from the person who uses the financial instrument including fees related to tax sales.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Treasurer shall collect a sum equal to the amount charged for a wire transfer fee from the person who uses the financial instrument including fees related to tax sales.
2. That the fees collected shall be deposited in the Lake County General Fund, to be appropriated by the Lake County Council, or as otherwise provided by law.

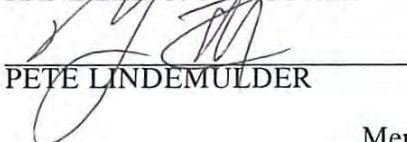
This Ordinance repeals and replaces Ordinance No. 1461F, Ordinance Establishing a Tax Sale Wire Transfer Fee for the Lake County Treasurer adopted July 15, 2021.

SO ORDAINED THIS 14th DAY OF November, 2023.

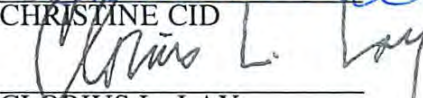
ABSENT
CHARLIE BROWN, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHRISTINE CID


CLORIUS L. LAY


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Establishing the Procedure for Lake County to Obtain Title for a Parcel of Real Property Offered at Tax Sale Two or More Occasions without a Bid and Parcels Determined to be a Public Hazard **Postponed October**

O'Donnell – Basically what we're doing is establishing an ordinance consistent with the new statute that allows properties that have gone to either a commissioner's sale or a treasurer's sale and not sold; these are repeat properties that are just sitting there and there's a recipe that the state put together that says here's what you need to do to get that title so that it can either be given to a municipality that the property is in, or given to the county. So, Ray followed that statute in the ordinance to say here's the steps you have to take and it ultimately gets into a court situation where the court determines that the property is a public nuisance or hazard. Once that determination is made, if the municipality wants the property, they can make a request at the county and the county transfers the title to them after court proceedings, or if the county wants to keep it, same thing with that court proceeding. So, this is just an ordinance that puts that policy into effect.

Szarmach – That's correct. What I was waiting for on this was the commissioners, under the statute, to outline the procedures. I did not receive that yet.

O'Donnell – The whereas clause has the desire to statue procedures pursuant to the statute which has all the various provisions. So, are you suggesting waiting until we hear from the commissioners?

Szarmach – We haven't heard from them yet. I would not wait, I'd go forward with this. If something is submitted by them we can always add it but at this time I just refer to the statute as the procedure.

Cid – I do know that the commissioners were in favor of this law. Isn't this the statute that they received an award on from the state association?

Niemeyer – It was related to this yes.

Szarmach – The ordinance incorporates the reference in the statute to procedures. I don't know if they're going to submit something else.

Cid – So Councilman Lay do you prefer we postpone? Or we move forward and let them write their procedures?

Szarmach – They may not plan not to add anything to it if I haven't received anything by now. One question that would clear it up if we can get the answer is do the commissioners plan to do a sale in the near future? Because if they do, there's urgency here.

Lay – What would be the injury if we moved and did it today?

Szarmach – Well the procedure that would be in the statute, they would have to follow. They do have an option to add more.

Lay – Didn't you give this to them before?

Szarmach – About a month ago.

Lay – Well I believe we should move ahead.

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

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

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

ORDINANCE NO. 1489B

**ORDINANCE ESTABLISHING THE
PROCEDURE FOR LAKE COUNTY TO OBTAIN TITLE
FOR A PARCEL OF REAL PROPERTY OFFERED AT TAX SALE
TWO OR MORE OCCASIONS WITHOUT A BID
AND PARCELS DETERMINED TO BE A PUBLIC HAZARD**

WHEREAS, pursuant to I.C. 36-2-3.5, *et. seq.*, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and

WHEREAS, pursuant to I.C. 36-2-3.5-5, the Lake County Council may pass all ordinances, orders, resolutions and motions for the Government of Lake County, Indiana; and

WHEREAS, pursuant to I.C. 6-1.1-25-4.9 establishes a procedure for Lake County to obtain title to parcels of real property offered at county treasurer’s and/or county executive’s tax sale on two or more occasions without a bid and a parcel of real property determined to be a public hazard subject to the rights of parties with a substantial property interest of record; and

WHEREAS, a parcel of real property must meet the following criteria to be eligible for the procedure:

1. Parcel must be included on the certified list prepared under subsection (e);
2. Assessed value of the parcel exceeds the opening bid for the property at the last county executive’s tax sale under I.C. 6-1.1-24-6.1;
3. Parcel is not in bankruptcy;
4. Tax sale certificate for the parcel is either:
 - (A) transferred to a municipality; or
 - (B) Retainer by the county executive;
 In accordance with subsection (h); and

WHEREAS, real estate parcel is considered a public hazard if all of the criteria in I.C. 6-1.1-25-4.9(d) apply; and

WHEREAS, the Lake County Council desires to establish the procedures pursuant to I.C. 6-1.1-25-4.9(e), (f), (g), (h), (I), (j), (k), (l), for Lake County to obtain title to parcels offered at tax sales two or more occasions without a bid and parcels determined to be a public hazard.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

The Lake County Council hereby establishes pursuant to I.C. 6-1.1-25-4.9, the criteria and procedure for Lake County to obtain title to parcels offered at tax sales two or more occasions

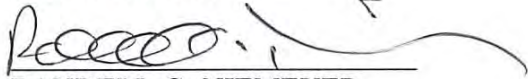
without a bid and parcels determined to be a public hazard.

SO ORDAINED THIS 14th DAY OF November, 2023.


ABSENT
CHARLIE BROWN, President




DAVID HAMM



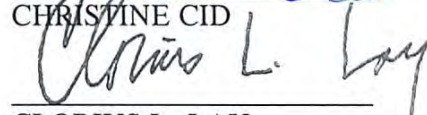
RANDELL C. NIEMEYER



PETE LINDEMULDER



CHRISTINE CID



CLORIUS L. LAY



TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending the Ordinance Adopting the Lake County Plan Commission's Unified Development Ordinance, Ordinance No. 2560 and Repealing and Rescinding the Unincorporated Lake County Zoning Ordinance and Lake County Subdivision Ordinance Regulations No. 1670, Effective October 1, 2023, Ordinance No. 1484A

O'Donnell – Ned properly pointed out that the agenda should read that the ordinance is amending the ordinance adopting the Lake County Plan Commission's Unified Development Ordinance No. 2560.

Kovachevich - It should just say amending the Lake County Plan Commission UDO 2560.

Cid – And it shouldn't read repealing and rescinded.

O'Donnell – So the old ordinance is already repealed and rescinded, and I apologize for the lengthy emails on Friday and Sunday regarding this but I want there to be an understanding of what's before the council right now. What's happened is the ordinance was approved in its current status at the June meeting and then a motion to amend it was made and sent to the plan commission for review. They reviewed it, it came back to the council, at that point the council could have either accepted it, rejected it or amended it. There was a motion made to accept it, which failed. Then there was a motion to reject it, which passed with the reasons given being the executive summary prepared by the plan commission director. The plan commission heard that rejection and now has unanimously disapproved the rejection so what that means is, it comes back to the council, and if there's no action taken, the amendment becomes the law and goes into effect ninety days after it was certified. If the council takes an additional vote to reject that amendment then its rejected, the unified development ordinance stands as originally adopted.

Bilski - If I could I would suggest that we make a motion to reject the rejection. Then that would take it back to the planning commission for them to do whatever they wanted.

O'Donnell – No because it's done.

Bilski – Well its done but then they can rewrite and they'll resubmit a whole new draft of everything to us.

O'Donnell – If they want to they could they wouldn't have to.

Niemeyer – That's likely to happen at some point but probably after the first of the year.

Bilski made the motion, seconded by Hamm, to reject the rejection of the amendment. Majority voted yes. Brown was absent. Motion to reject the rejection of the amendment carried 6-yes, 1-absent.

Acknowledgments:

Councilwoman Cid announced that the deadline for the Cenifax Scholarship for high-school seniors whose parent, step-parent or grandparent is a current employee, is February 1, 2024.

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

President, Lake County Council

ATTEST:

Peggy Holinga Katona,
Lake County Auditor