

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 Will A. Smith, Jr., President, Donald Potrebic, Ron Tabaczynski, Elsie Franklin, Christine Cid, Thomas O'Donnell, and Larry Blanchard, County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of Minutes of the L.C. Council Meeting - December 13, 2005, December 19, 2005(Special Meeting), and January 10, 2006.

Franklin made a motion, seconded by O'Donnell to approve the minutes of the L.C. Council for December 13, 2006, December 19, 2005, and January 10, 2006. All voted "Yes". Motion to approve carried 7-0.

ORDINANCE NO 1272

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.

Appropriated	Appropriation Requested	
<u>Clerk</u> 0100 41160 Office & Clerical to 3-14-06	\$ 67,310.00	Defer
<u>Clerk</u> 0100 41190 Part-Time	\$ 87,719.00	Defer

43231	Travel-Registration	\$ 1,676.56	\$
	1,676.56		
43232	Travel-Meals	\$ 754.45	\$
	654,45		
43233	Travel-Lodging	\$ 2,335.63	\$
	2,335.63		
43234	Trans/Other	\$ 2,794.27	\$
	2,794.27		
43235	Travel/Mileage	\$ 696.14	\$
	696.14		
43240	Telephone	\$ 2,265.69	\$
	2,265.69		
43310	Printing	\$ 1,701.38	\$
	1,701.38		
43620	Equipment Repair	\$ 1,572.89	\$
	1,572.89		
43910	Dues & Subscriptions	\$ 562.43	\$
	562.43		
44410	Furniture & Fixtures	\$ 1,676.56	\$
	1,676.56		
44420	Office Machines	\$ 6,664.26	\$
	6,664.26		
44490	Other Equipment	\$ 3,761.03	\$
	3,761.03		

Jury Fee Fund 210

Court Administrator 3910

43922	Jury Fees	\$400,000.00	
	\$400,000.00		

Reassessment 2005 Fund 237

Calumet Township Assessor 1000

Create All New Line Items

41190	Part-Time	\$ 20,000.00	Defer
	to 3-14-06		
41220	FICA	\$ 7,654.00	Defer
	to 3-14-06		
41230	PERF	\$ 6,605.00	Defer
	to 3-14-06		
41340	Other Compensation	\$ 7,200.00	Defer
	to 3-14-06		
41390	Supplemental Pay	\$ 80,050.00	Defer
	to 3-14-06		
43190	Other Professional Service	\$ 56,866.00	Defer
	to 3-14-06		
43220	Postage	\$ 2,625.00	Defer
	to 3-14-06		
	<u>Assessor</u> 0900		
43190	Other Professional Service	\$475,000.00	Defer
	to 3-14-06		

Homeland Security Grant Fund 249		
<u>Emergency Management</u> 3500		
44490 Other Equipment	\$ 32,788.94	\$
32,788.94		
Community Response Team Fund 257		
<u>Emergency Management</u> 3500		
44490 Other Equipment	\$ 2,364.44	\$
2,364.44		
Sales Disclosure Fund 710		
<u>Assessor</u> 0900		
44420 Office Machines	\$ 5,400.00	\$
5,400.00		
Criminal Court Suppl Public Defender Fee Fund 405		
<u>Public Defender</u> 4002		
41390 Supplemental Pay(Create New Line) to 3-14-06	\$ 45,000.00	Defer
<u>Public Defender</u> 4002		
41190 Part-Time	\$ 35,000.00	\$
35,000.00		

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:

Approved	Requested
<u>Jail</u> 3100	
From: 001-41100 Overtime	\$ 25,000.00
To: 001-41190 Part-Time	\$ 25,000.00
\$ 25,000.00	
<u>Emergency Management</u> 3500	
From: 001-43630 Maint & Serv Contr	\$ 18,000.00
To: 001-41190 Part-Time	\$ 18,000.00
\$ 18,000.00	
<u>Council</u> 3700	
From: Cum Bridge Fund 350	\$1,000,000.00
To: Rainy Day Fund 240	\$1,000,000.00
\$1,000,000.00	
<u>Council</u> 3700	
Create New Line Item	
From: 001-43630 Maint & Serv Contr	\$ 1,500.00
To: 001-43190 Other Prof Service	\$ 1,500.00
\$ 1,500.00	

<u>Juvenile Court</u> 4100	
From: 001-41130 Technicians	\$ 29,193.00
To: 001-41120 Professionals	\$ 29,193.00
\$ 29,193.00	
<u>Public Defender</u> 4002	
Criminal Court Suppl Public Defender Fee Fund 405	
From: 405-43190 Other Professional Service	\$ 3,000.00
To: 405-41220 FICA	\$ 3,000.00
\$ 3,000.00	
<u>Public Defender</u> 4002	
From: 405-43190 Other Professional Service	\$ 6,817.50
To: 405-41220 FICA	\$ 3,442.50
Defer to 3-14-06	
405-41230 PERF	\$ 3,375.00
Defer to 3-14-06	
<u>Sup Court County Div III</u> 4050	
From: 001-43235 Travel-Mileage	\$ 1,500.00
001-43920 Food & Lodging	\$ 1,200.00
To: 001-44420 Office Machines	\$ 2,700.00
No Action	

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 State Board of Tax Commissioners.

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 February, 2006

Adopted this 14th day of February, 2006.

NAY

AYE

Smith, Jr.

Will A.

Potrebic

Donald

Tabaczynski

Ron

Franklin

Elsie

O'Donnell

Thomas

Christine Cid

Blanchard

Larry

Lake County Council

Members of the

Additional

General fund

Clerk(\$67,310)

All voted "Yes" to defer to
(See Footnote)

3-14-06, except Cid,

"abstain". Motion to

defer carried 6-yes,

1-abstention.

Made motions

seconded

Tabaczynski

Franklin

Clerk(\$87,719)

All voted "Yes" to defer to

3-14-06, except Cid,

"abstain". Motion to

defer carried 6-yes,

1-abstention.

Tabaczynski

Franklin

Clerk(\$20,347.36)

All voted "Yes" to

Approve, except Cid,

"abstain". Motion carried

6-yes, 1-abstention.

Tabaczynski

O'Donnell

Jail(-\$140,270)

All voted "Yes" to

Approve. Motion

Carried 7-0.

Franklin

Blanchard

Work Release(\$140,270) All voted "Yes" to (See Footnote) Approve. Motion carried 7-0.	Franklin	Blanchard	
Juvenile Detention Center(\$3,737)	No Action		
Juvenile Detention Center(-\$10,330)	No Action		
Public Defender(\$609,000) All voted "Yes" to defer	Potrebic	Blanchard	To 3-
14-06. Motion carried 7-0.			
North Township Assr(-\$20,347.36) All voted "Yes", except "abstain". Motion carried 1-abstention.	Tabaczynski	O'Donnell	Cid, 6-yes,
<u>Gambling Adm Tax Fund 196</u> Court Administrator(\$90,000) All voted "Yes". Motion Carried 7-0.	O'Donnell	Blanchard	
Highway(\$326,000) All voted "Yes". Motion Carried 7-0.	Blanchard	Cid	
Data(\$45,000) All voted "Yes". Motion approve carried 7-0.	Tabacznski	Franklin	To
<u>Cum Cap Development Fund 651</u> Surveyor(\$78,900) All voted "Yes" to Approve. Motion carried 7-0.	O'Donnell	Cid	
<u>Emergency Local Planning Fund 185</u> Local Emergency Planning Committee(\$57,801.74) All vote "Yes" to approve.	Blanchard	O'Donnell	

Motion carried 7-0.

Jury Fee Fund 210

Court Administrator(\$400,000)
All voted "Yes" to

O'Donnell

Blanchard

Approve. Motion carried 7-0.

Reassessment 2005 Fund 237

Calumet Twp Assr(\$181,000)
All voted "Yes" to defer to

Franklin

O'Donnell

3-14-

06. Motion carried 7-0.

Assessor(\$475,000)
All voted "Yes" to defer to

Potrebic

Blanchard

3-14-

06. Motion carried 7-0.

Homeland Security Grant Fund 249

Emergency Mngmt(\$32,788.94)
All voted "Yes" to

O'Donnell

Blanchard

Approve. Motion carried 7-0.

Community Response Team Fund 257

Emergency Management(2,364.44)
All voted "Yes" to

O'Donnell

Blanchard

Approve. Motion carried 7-0.

Sales Disclosure Fund 710

Assessor(\$5,400)
All voted "Yes" to

Potrebic

O'Donnell

Approve. Motion carried 7-0.

Criminal Court Suppl Public Defender Fee Fund 405

Public Defender(\$45,000)
All voted "Yes" to defer

Potrebic

Blanchard

to 3-

14-06. Motion carried 7-0.

Public Defender(\$35,000)
All voted "Yes" to

Potrebic

Blanchard

Approve. Motion carried 7-0.

Footnotes

Re: Clerk(\$67,310)(\$87,719) - Tabaczynski explained that he is working with the Clerk's Office for a proposal using the additional dependent fees on a solution of mixing some additional part-time, and those fees for use of the part-time, which could provide us some general fund relief and still get the Clerk the resources that he needs.

Tabaczynski made a motion, seconded by Franklin to defer to 3-14-06. All voted "Yes", except Cid, "abstain". Motion carried 6-yes, 1-abstention.

Re: Work Release(\$140,270) - Dante explained that he had indicated when the issue of the Merit Officers was before the Council, that the deadline for advertisements for March is 2-21-06. He said to tell their folks that we can't consider a raise actually until April. He said to the Merit Officers that it is contingent upon us receiving a State approved budget. We have not received it as of today. The advertisement deadline is Monday, and it doesn't look good for March, so we are looking at April to finally sanction ratifying the raises.

Smith said that they had discussed that as a means of notification to the Merit Officers, Correctional Officers, as well as to all of the employees that we were attempting to bring and elevate them up monetarily. That notice has to be sent to everyone, but the Council can't do anything until we get a certified budget back from the State. He said hopefully, whatever our actions are, it will regress back to the start of the year. He said to tell everyone to continue to have patience with the Council because there is a process that we have to go through.

Re: Assessor(\$475,000) - Potrebic said he has no problem making a motion to appropriate this money, but he said they need a general agreement between the Council, Commissioners, Attorneys, and then for everything to be under Mr. Karras' jurisdiction. He suggested a memo out to all of the 11 Assessors, but he wanted direction from the Attorneys', Mr. Szarmach and Mr. Dull.

Attorney Dull said they put the contract together, he would agree that they probably need some time to go forward and take a look at that, maybe consolidating some of the items there. He said he did include in the contract, items that were brought to his attention by Councilman Blanchard, and which the Attorney General, State of Indiana brought to his attention. There are certain requirements. Attorney Dull said he would do whatever the Council wants. O'Donnell asked if it planned to have Hobart, Ross, Center and North Townships completely trended by Nexus?

Attorney Dull said, that is what that said in there. O'Donnell asked if that was the intention? Attorney Dull said, yes, he believes that is the case, and he can only go by what that said. Attorney Dull said he thinks that there are enough things that are not known, that it would be advantageous to check on them.

Attorney Dull said he intends to sit down with the Council and have a joint session, with the Commissioners and the Council and do something about this.

Attorney Szarmach asked if what we got today has been signed? Attorney Dull said, no it has not been signed.

Attorney Szarmach said just to clarify on the compensation, it's for \$368,000?

Attorney Dull said, that's correct, and it was with the ability to go with that cap on the top, if existing Townships come in.

Attorney Szarmach said there is a \$177,000 dollars difference, and that is for additional Townships? Attorney Dull said, that is correct.

Attorney Szarmach asked if they don't come in, then Attorney Dull said then is wouldn't be that.

Attorney Szarmach said in that same paragraph 3, about middle of the page, the \$105 per hour, and asked if that is how the \$360,000 would be invoiced?

Attorney Dull said, yes.

Attorney Szarmach asked if anything in there is in addition to the \$368,000, except if other Townships come in, and Attorney Dull said then it could go to \$475,000.

Potrebic asked if this is with the understanding that they would help and consult, or are they going to be doing it?

Attorney Dull said, right now, the way this contract is, they would help and consult, not do it, for the other missing 7, but for the big 4, it appears to him, they are doing it.

Potrebic said that once this meeting is finished between Attorney Dull and Attorney Szarmach, Mr. Karras, the Council and Commissioners, he suggested that this is it because this has been going on too long.

Attorney Dull said he is going to send a copy of the contract to everybody.

Smith said that some of these things were discussed in their work study session, so he said they are going to defer it to allow to continue dialogue. Smith asked for a motion to defer it, so they could move on to the next issue.

Potrebic said there is a mis-understanding on the appropriation itself. He said his understanding was that the new line item was created, we did not give the \$475,000 until after the contract was signed and everybody basically knew what was going on. He said he would make a motion to defer this, and could we not do business until after we meet in joint session?

Attorney Szarmach asked Dante what were the actions at the prior meetings? Dante said on 11-8-05, Potrebic made a motion, seconded by Tabaczynski to create a new line item in the Assessor's Budget, 43190 - Other Professional Services.

He said the second motion, which was kind of weird, it's conditional. Potrebic made a motion, seconded by O'Donnell to appropriate \$100,000 dollars in 43190 - Other Professional Services conditional upon a contract, conditional upon all coming forward again in the month of December solidifying this, asking for an official appropriation, so we did it conditionally, when that didn't materialize, Dante said he went downstairs and said to pull that \$100,000 dollars, and nobody moves, that was it. That \$100,000 dollars no longer exists because the conditions failed to materialize, so we have a line item that has no money in it. Potrebic made a motion, seconded by Blanchard to defer to 3-14-06. All voted "Yes". Motion to defer carried 7-0.

Re: Court Administrator(\$400,000) - O'Donnell made a motion, seconded by

Blanchard to approve in the Jury Fee Fund 210. O'Donnell said that there is not \$400,000 dollars in that fund, there is about \$63,000 dollars in there, but that is what Marty Goldman is anticipating meeting throughout the year in that fund, it's replenished, but O'Donnell said, he doesn't think it is ever going to hit \$400,000 dollars this year.

All voted "Yes" to approve. Motion carried 7-0.

Transfer

	Made motion	seconded	
Jail(\$25,000)	Franklin	Blanchard	
All voted "Yes" to			
Approve. Motion carried 7-0.			
Emergency Management(\$18,000)	O'Donnell	Blanchard	
All voted "Yes" to			
Approve. Motion carried 7-0.			
Council(\$1,000,000)	Blanchard	O'Donnell	
All voted "Yes" to			
Approve. Motion carried			
			7-0.
Council(\$1,500)	Cid	Franklin	
All voted "Yes" to			
Approve & Create new line.			
			Motion carried 7-0.
Juvenile Court(\$29,193)	Tabaczynski	O'Donnell	
All voted "Yes" to			
approve. Motion carried 7-0.			
Public Defender(\$3,000)	Potrebic	Blanchard	
All voted "Yes" to			
approve. Motion carried 7-0.			
Public Defender(\$6,817)	Potrebic	Blanchard	
All voted "Yes" to defer			
			to 3-
14-06. Motion to defer			

carried 7-0.
Superior Court County Div III(\$2,700) No Action Taken.

In the Matter of Revised 144 for Clerk, Public Defender, County Court Div II, Juvenile Detention Center, Juvenile Court CASA, North Twp Assessor, Juvenile Court, and Calumet Twp Assessor.

Re: Clerk - Tabaczynski made a motion, seconded by Franklin to defer to 3-14-06. All voted "Yes", except Cid, "abstain". Motion to defer carried 6-yes, 1-abstention.

Re: Clerk - Tabaczynski made a motion, seconded by O'Donnell to approve, and to make it effective 2-6-06. All voted "Yes", except Cid, "abstain". Motion to approve carried 6-yes, 1-abstention.

<u>Revised 144</u>	<u>Present</u>	<u>Proposed</u>
<u>Difference</u>		
15xxx-001 Records Resource Asst Mgr	-0-	\$24,047
\$24,047		

Re: Public Defender - Potrebic made a motion, seconded by Blanchard to defer to 3-14-06. All voted "Yes". Motion to defer carried 7-0.

Re: County Court Div II - Franklin made a motion, seconded by Blanchard to defer to 3-14-06. All voted "Yes". Motion to defer carried 7-0.

Re: Juvenile Detention Center - Cid made a motion, seconded by Franklin to approve and that it be retroactive to 1-18-06. Cid amended her motion to approve only the revised 144 and that it be retroactive to 1-18-06. All voted "Yes". Motion carried 7-0.

<u>Revised 144</u>	<u>Present</u>	<u>Proposed</u>
<u>Difference</u>		
12434-006 Intake Probation Officer	\$37,377	\$41,114
\$3,737		

Re: Juvenile Detention Center - Cid made a motion, seconded by Franklin to approve and that it be effective January/2006. Dante said that as a friendly consideration because Mr. Bennett may come in and need this money sometime in the year. Dante recommended that they do this, with the exception of the appropriations, just leave the appropriations out of the mix, and just do the Revised 144's, and leave the \$7,000 dollars sit in the account because Mr. Bennett may come back sometime during the year, maybe asking for an increase and it will be sitting there for you, so Dante recommended that they just deal with the Revised 144's and let the appropriations sit. Cid amended her motion to approve only the Revised 144 and that it be retroactive to January/2006. All voted "Yes". Motion to approve carried 7-0.

<u>Revised 144</u> <u>Difference</u>	<u>Present</u>	<u>Proposed</u>
12434-007 Intake Probation Officer -\$10,330	\$37,377	\$27,047

Re: Juvenile Court CASA - No Action Taken

Re: North Township Assessor - Tabaczynski made a motion, seconded by O'Donnell to approve and that it be effective 2-6-06. All voted "Yes", except Cid, "abstain". Motion to approve carried 6-yes, 1-abstention.

<u>Revised 144</u> <u>Difference</u>	<u>Present</u>	<u>Proposed</u>
16571-005 P.P. Deputy II -\$24,047	\$24,047.00	-0-

Re: Juvenile Court - Tabaczynski made a motion, seconded by O'Donnell to approve. All voted "Yes". Motion to approve carried 7-0.

<u>Revised 144</u> <u>Difference</u>	<u>Present</u>	<u>Proposed</u>
13608-009 Court Reporter -\$33,000	\$33,000	-0-
12xxx-001 Training Coordinator \$33,000	-0-	\$33,000

Re: Calumet Township Assessor - Franklin made a motion, seconded by O'Donnell to defer to 3-14-06. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Create New Line General Fund - Jail - 41190 - Part-Time.

Franklin made a motion, seconded by Blanchard to approve creating a new line in the general fund for 41190 - Part-Time. All voted "Yes". Motion carried 7-0.

In the Matter of Create New Line Item - General Fund - Commissioners - 43830 - Matching Funds.

No Action taken.

In the Matter of Eliminating Line Item - General Fund - Commissioners - 43962 - Handicapped Children.

No Action Taken.

In the Matter of Combined Councilmanic & Citizen Appointments - Veterans Memorial Parkway Commission (15).

Blanchard moved for the nomination of the names submitted to the Council.

Tabaczynski made a motion to close the nominations

All voted "Yes" to approve. Motion carried 7-0.

The names are as follows: Casmir Balt, Mitch Barloga, Pat Bessigano, Jack Calhoun, David Chung, Ernie Dillon, Vicky Gerstenberg, Kent Kolodziej, George Mills, Lee Pettit, Paul Reed, Robert Ross, Patricia Ross, John Stacks, and Craig Zandstra.

In the Matter of Approval of Data Board Nominees

Tabaczynski moved for approval of those nominees. He said the County Council nominees are Council lady Franklin, and Councilman Ron Tabaczynski, and Dante Rondelli as County Adm Fin. Director.

Franklin closed the nominations.

All voted "Yes" to approve. Motion carried 7-0.

Thomas R. Philpot	County Clerk
Peggy Katona	County
Auditor	
John E. Petalas	County
Treasurer	
Michael A. Brown	County
Recorder	
Dennis Heaps	County
Sheriff	
George VanTil	County
Surveyor	
David J. Pastrick	County
Coroner	
Marilyn Kortenhoven	County
Prosecutor	
Paul G. Karras	County
Assessor	
Rudy Clay	County
Commissioner	
Elsie Franklin	County
Council	
Ron Tabaczynski	County
Council	
Dante Rondelli	County Adm
Fin Director	
Honorable Jeffery J. Dywan	County
Judges	

In the Matter of Councilmanic Appointment - Criminal Public Defender Board(1)

Potrebic made a motion, seconded by Tabaczynski to approve Councilman Thomas O'Donnell to the Criminal Div. Public Defender Board. All voted "Yes". Motion to approve Thomas O'Donnell carried 7-0.

In the Matter of Councilmanic & Citizen Appointments - R.B. A. (3)

Franklin moved for approval of the current board members who are Dennis Rittenmeyer, Kathy Willman, and Councilman Will A. Smith, Jr.

Cid made a motion to close the nominations.

All voted "Yes" to approve. Motion carried 7-0.

In the Matter of Citizen Nomination - Economic Development Commission - Lowell (1)

Blanchard nominated Polly Roberts.

Tabaczynski made a motion, seconded by Blanchard to close the nominations.

All voted "Yes" to approve Polly Roberts. Motion carried 7-0.

In the Matter of Citizen Appointment - Unsafe Building Authority (1).

Potrebic nominated Wayne Weitbrook.

Cid made a motion, seconded by Blanchard to close the nominations. All voted "Yes" to approve. Motion to approve Wayne Weitbrook carried 7-0.

In the Matter of Ameresco Guaranteed Energy Savings Contract - Letter of Intent.

Franklin made a motion for approval of the Letter of Intent for the Ameresco Energy Savings Company. Potrebic seconded the motion. All voted "Yes". Motion to approve carried 7-0.

Letter of Intent

This Letter of Intent ("**LOI**") is entered into as of January 27, 2006 by and between the Lake County, Indiana ("**Customer**") and AMERESCO, INC. ("**Ameresco**"), a Delaware corporation. Customer and Ameresco may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1. **Intent.** This LOI expresses both Parties' intent, subject to the terms and conditions of this LOI, to enter into a Energy Services Agreement ("**ESA**") pursuant to which Ameresco shall provide an integrated package of services, equipment, devices, and design to Customer to achieve energy and operational cost reductions and increased efficiencies (collectively, the "**Services**") including, but not limited to, the energy conservation measures and facility improvement measures identified in Exhibit A. Pursuant to the terms of a mutually acceptable form of standard ESA containing reasonable and customary provisions and conditions for construction of this type and in

this geographic area, recognizing the scheduling needs, the necessity for subcontractor selection and the possibility of change orders and unforeseen conditions, the costs incurred by Ameresco associated with the implementation of the Services including, but not limited to, site surveys, data collection, analysis, engineering, design, procurement, project management, and installation will be included in the fixed price cost.

2. **Documentation.** Ameresco will complete an infrastructure audit, analysis and pre-construction design (collectively, the “**Documentation**”), resulting in the development of the ESA. The preliminary ESA will be delivered to Customer within one hundred twenty (120) days after Ameresco’s receipt of a fully-executed copy of this LOI. Ameresco’s receipt of a fully-executed copy of this LOI shall be evidence of Customer’s agreement to the terms and conditions of this LOI and its authorization of and notification to Ameresco to proceed with work on the Documentation of the ESA.
3. **Cooperation and Information.** Customer will cooperate with Ameresco in its preparation and performance of work necessary to complete in ESA.

Customer will furnish, upon Ameresco’s request, all data concerning energy usage and operational expenditures for the Facilities, including, without limitation, the following data for the most recent three (3) years:

- (i) Actual energy consumption invoices issued by existing energy providers and other relevant utility records;
- (ii) A summary of expenditures by Customer, either by itself or through a third party, on maintenance, repairs and replacements;
- (iii) Full access to all building equipment, accurate occupancy levels, building operating schedules;
- (iv) Prior energy audits or studies, if any; and
- (v) All other reasonable information necessary to complete the ESA

4. **Services Incorporated into ESA.** Ameresco agrees to provide, and Customer agrees to accept the Services identified in the Documentation that meet the following criteria:

- (i) The simple payback term (i.e., the number of years it would take for Energy Savings, Operational Savings and Additional Revenues and Avoided Costs Savings (as each such term may be defined in the ESA) derived from the Services to equal the installed costs of the Services together with all accrued interest thereon) of the Services shall not exceed ten (10) years from the date that the installation is completed.
- (ii) The Parties agree to execute an ESA incorporating the Services within thirty (30) days after the delivery of the Documentation to Customer. Customer hereby agrees that if it chooses not to proceed with implementation of the Services within thirty (30) days of submission of the ESA, then Customer

shall compensate Ameresco for the Development of the ESA by paying a project development fee in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “**Project Development Fee**”) to Ameresco. The Project Development Fee shall be fully-earned, due and payable by Customer to Ameresco no later than forty-five (45) days after the date that Ameresco submits the preliminary ESA to Customer; provided, however, that should Customer proceed with the implementation of the Services, Customer will not be billed the Project Development Fee due under this LOI as such Project Development Fee shall be included in the contract cost set forth in the ESA.

5. **Indemnification and Limitation of Liability.** Each Party agrees to indemnify, defend and hold harmless the other party and its agents against loss, damage, expense and liability for injury to or death of persons or for damage to property which arise from the indemnifying Party’s negligence or misconduct in connection with activities related to this LOI, except to the extent such damage, expense, liability, injury or death of persons, or damage arises from such Party’s gross negligence or willful misconduct IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OF THE FACILITIES OR OTHER PROPERTY, BUSINESS INTERRUPTION, OR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS LOI, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
6. **Governing Law.** This LOI shall be governed by the laws of the State of Indiana.
7. **Entire Agreement; Severability.** This LOI and exhibits hereto shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties. If any provision of this LOI is held by a court of competent jurisdiction to be unenforceable no other provision shall be affected thereby, and the remainder of this LOI shall be interpreted as if it did not contain such unenforceable provision.
8. **Representations and Warranties.** Ameresco and Customer represent and warrant to each other that (a) the execution, delivery and performance of this LOI have been duly authorized and approved by all necessary organizational action on the part of

such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this LOI and (c) upon execution, this LOI will constitute a legal, valid and binding obligation of such Party.

IN WITNESS THEREOF, the duly authorized officers or representatives of the Parties have set their hands on the date first written above with the Intent to be legally bound.

CUSTOMER
AMERESCO, INC.

Lake County
Street, Suite 410
2293 North Main Street
Crown Point, Indiana 46307
Massachusetts 01701

111 Speen
Framingham,

Donald Potrebic
Maltezos
Christine Cid
President & General Manager-
Larry Blanchard
Operations
Thomas O'Donnell
Elsie Franklin
Will A. Smith, Jr.
Ron Tabaczynski

Louis P.
Vice
Midwest

In the Matter of Juvenile Justice Complex Maintenance

Smith said that they received a letter from Judge Bonaventura, which is on the issue of the maintenance at the Juvenile Justice Complex.

Mr. Bob Bennett, Director of the Juvenile Detention Services, said that there seems to be some confusion on who is to maintain their facility. They were advised, by letter from Mr. Ombac that they were supposed to have \$50,000 dollars appropriated to maintain that facility. Mr. Bennett said they don't have \$50,000 dollars. It never was appropriated to his knowledge, and they have checked their budget for 2006 and no such money exists, so his question is, where is the money?

He wanted to recommend that if there is \$50,000 dollars between the two departments, that this money be appropriated to the Detention Center superintendent, and allow him to continue, as he has in the past to maintain all of the facilities throughout the County, including ours.

Dante said that there was never an appropriation for that, so there is no confusion here whatsoever. He said the confusion is between the government center, the Commissioner's Office, and to a degree the Juvenile Detention

Center. He said there was a conversation with Danny and Jim on that last November, when they came in verbally and asked for \$334,000 dollars for the power transformer. He said asked them where is this other need at, and they said it is in the Juvenile Detention Center, Dante asked them if it was part of the Capital plan, make sure it's part of the capital plan, and come back next year when cum cap might be available, and that was the end of it. He said all of a sudden, it turns into this mysterious appropriation, and again, Dante said that miscommunication was between Jim Bennett, Dan Ombac, and to a degree the Juvenile Detention Center. There was never \$50,000 dollars. There was a need expressed that they needed \$50,000 dollars, and that was the conversation between Jim Bennett, Danny Ombac, and Dante, at that time, in November last year. They were advised to come back this year.

Smith said on this issue it's being suggested that they take no action on this issue and said let's get together with the Commissioners, and we will try to mediate that with our chairman. Smith said to Mr. Bennett that our chairman will interact from our Commissioners with you on that, Smith said he is Chairman of his committee and will interact With the Commissioner as well, and will see if they can come back with some recommendations to the Council.

No Action Taken.

In the Matter of Resolution Permitting Emergency Management Agency to pay a 2005 bill with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-07

RESOLUTION PERMITTING THE LAKE COUNTY EMERGENCY MANAGEMENT AGENCY TO PAY AN OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Lake County Emergency Management Agency, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

651-3500-44490	Other Equipment
Ace Hardware	\$ 19.45

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1 . That the following 2005 expense shall pay be paid from the Lake County Emergency Management Agency's 2006 Budget:

651-3500-44490	Other Equipment
Ace Hardware	\$ 19.45

SO RESOLVED THIS 14th DAY OF FEBRUARY

WIIL A. SMITH, JR., President

RON TABACZYNSKI

LARRY BLANCHARD

THOMAS O'DONNELL

CHRISTINE CID

ELSIE FRANKLIN

DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting Emergency Management Agency to pay a 2005 bill with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-08

RESOLUTION PERMITTING THE LAKE COUNTY EMERGENCY MANAGEMENT AGENCY TO PAY AN OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Lake County Emergency Management Agency, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

651-3500-44490	Other Equipment
Tri-Electronics	\$ 240.00

WHEREAS, the Lake County Council desires to transfer funds and pay the

above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the following 2005 expense shall pay be paid from the Lake County Emergency Management Agency's 2006 Budget:

651-3500-44490	Other Equipment
Tri-Electronics	\$240.00

SO RESOLVED THIS 14th DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting Emergency Management Agency to pay a 2005 bill with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO. 06-09

RESOLUTION PERMITTING THE LAKE COUNTY EMERGENCY MANAGEMENT AGENCY TO PAY AN OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Lake County Emergency Management Agency, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

001-3500-42210	Petroleum Products
Pinkerton Fuels	\$249.59

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1 . That the following 2005 expense shall pay be paid from
the Lake County Emergency Management Agency's 2006 Budget:

001-3500-42210	Petroleum Products
Pinkerton Fuels	\$249.59

SO RESOLVED THIS 14th DAY OF FEBRUARY, 2006.

WILIL A. SMITH, JR., President

RON TABACZYNSKI

LARRY BLANCHARD

THOMAS O'DONNELL

CHRISTINE CID

ELSIE FRANKLIN

DONALD POTREBIC

Members of the Lake County

Council

In the Matter of Resolution Permitting Emergency Management to pay a 2005 bill with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO. 06-10

RESOLUTION PERMITTING THE LAKE COUNTY EMERGENCY MANAGEMENT AGENCY TO PAY AN OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Lake County Emergency Management Agency, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has

not been paid:

001-3500-43234
Transportation/Other
Rick Terpstra \$ 42.14

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the following 2005 expense shall pay be paid from the Lake County Emergency Management Agency's 2006 Budget:

001-3500-43234
Transportation/Other
Rick Terpstra \$ 42.14

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

In the Matter of Resolution Permitting Juvenile Division to Pay Outstanding 2005 Invoice/Debt from the 2006 Budget.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-11
RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

001-4100-42210 Petroleum Products Pinkerton
Fuel \$ 466.74

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2006 Budget the following invoice/debt incurred in the calendar year 2005 as follows:

001-4100-42210
Petroleum Products
Pinkerton Fuel \$
466.74

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI LARRY
BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting L.C. Sheriff to pay a 2005 invoice with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO. 06-12

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006
BUDGET**

WHEREAS, the Sheriff's Department of Lake County, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005 have not been paid:

001-0500-42210	Petroleum Products
Pinkerton Oil Company	\$ 24,034.40

WHEREAS, the Sheriff's Department desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Lake County Sheriff's Department, shall pay from its 2006 Budget the following invoices/debts incurred in the calendar year 2005 as follows:

	001-0500-42210	Petroleum
Products	Pinkerton Oil Company	\$ 24,034.40

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
BLANCHARD
THOMAS O'DONNELL
CID
ELSIE FRANKLIN
POTREBIC

LARRY
CHRISTINE
DONALD

Members of the Lake County Council

In the Matter of Resolution Permitting Juvenile Court to pay a 2005 mileage claim with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".

Motion carried 7-0.

RESOLUTION NO. 06-13

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY

OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

001-4100-43235 Travel-Mileage Diane Weiss Bradley \$ 158.60

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2006 Budget the following invoice/debt incurred in the calendar year 2005 as follows:

001-4100-43235	Travel-
Mileage	
Diane Weiss Bradley	\$ 158.60

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution permitting Community Corrections to pay five 2005 invoices with 2006 funds. O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-14

**RESOLUTION PERMITTING THE LAKE COUNTY
COMMUNITY CORRECTIONS TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

WHEREAS, the Lake County Community Corrections is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

	140-4010-42110 Times Systems, Inc.	Office Supplies \$311.50
Services	140-4010-43190	Other Professional
	AIT Laboratories	\$1,652.00
	Addition & Family Care	\$5,820.00
	First Med	\$ 315.00
	140-4010-43310 Mikes Sporting Goods	Printiniz \$128.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Lake County Community Correction's 2006 Budget:

	140-4010-42110 Times Systems, Inc.	Office Supplies \$311.50
Services	140-4010-43190	Other Professional
	AIT Laboratories	\$1,652.00
	Addition & Family Care	\$5,820.00
	First Med	\$ 315.00
	140-4010-43310 Mikes Sporting Goods	Printing \$128.00

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution permitting L.C. Commissioners to pay 2005 invoices with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".

Motion carried 7-0.

RESOLUTION NO. 06-15

**RESOLUTION PERMITTING THE LAKE COUNTY
BOARD OF COMMISSIONERS TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

WHEREAS, the Lake County Board of Commissioners, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

001-2900-43320	Advertising
Star Register	\$ 1,407.40
The Times	<u>\$1,601.90</u>
	\$ 3,009.30

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expense shall be paid from the Lake County Board of Commissioners 2006 Budget:

001-2900-43320	- Advertising
Star Register	\$ 1,407.40

The Times

\$1,601.90
\$ 3,009.30

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR,

President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting L.C. Commissioners to pay 2005
Courthouse invoices with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".

Motion carried 7-0.

RESOLUTION NO. 06-16

**RESOLUTION PERMITTING THE LAKE COUNTY
BOARD OF COMMISSIONERS TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006
BUDGET**

WHEREAS, the Lake County Board of Commissioners, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

001-3000-43240	-	Telephone
SBC Phone Bill		\$ 22,226.46
001-3000-43510	-	Utilities
NIPSCO		\$ 102,803.43

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expense shall be paid from the Lake County Board of Commissioners 2006 Budget:

001-3000-43240	-	Telephone
SBC Phone Bill		\$ 22,226.46
001-3000-43510	-	Utilities
NIPSCO		\$ 102,803.43

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI

LARR
Y BLA
NCHA
RD

THOMAS O'DONNELL

CHRISTINE

CID

ELSIE FRANKLIN

DONALD

POTREBIC

Members of the Lake County Council

In the Matter of Resolution permitting the Lake County Assessor to Pay Outstanding 2005 Invoice/Debt from the 2006 Budget.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO. 06-17

**RESOLUTION PERMITTING THE LAKE COUNTY
ASSESSOR PAY OUTSTANDING 2005
INVOICE/DEBT FROM THE 2006 BUDGET**

WHEREAS, the Lake County Assessor is currently operating in the 2006 Budget;
and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005,

have not been paid:

001-0900-43190
Laszlo and Popp PC

Other Professional Services
\$ 9,589.74

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Lake County Assessor's 2006 Budget:

001-0900-43190
Laszlo and Popp PC

Other Professional Services
\$ 9,589.74

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI

LARRY BLANCHARD

THOMAS O'DONNELL

CHRISTINE CID

ELSIE FRANKLIN

DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting Board of Elections and Registration to pay 2005 invoices with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-18

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

001-2100-42110 McShane's	Office Supplies \$ 607.27
001-2100-42410 Sam's Club	Other Supplies \$ 36.74
001-2100-43210 Federal Express	Freight & Express \$ 20.02
001-2100-43310 Haywood Printing	Printing \$ 1,0200.00
001-2100-43235 Joseph Guillen Sally LaSota Nicholas Gasparovic Alfonso Salinas	Travel/Mileage \$ 37.83 17.60 17.60 17.60
001-2100-43232 Marguerite Montgomery Thomas Philpot	Travel/Meals \$ 48.00 48.00
001-2100-43233 Marguerite Montgomery Thomas Philpot	Travel/Lodging \$ 190.90 190.90
001-2100-43234 Thomas Philpot	Travel Trans/Other \$ 11.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Lake County Board of Elections and Registration's 2006 Budget:

001-2100-42110 McShane's	Office Supplies \$ 607.27
001-2100-42410 Sam's Club	Other Supplies \$ 36.74
001-2100-43210	Freight & Express

Federal Express	\$ 20.02
001-2100-43310	Printing
Haywood Printing	\$ 1,020.00
001-2100-43235	Travel/Mileage
Joseph Guillen	\$ 37.83
Sally LaSota	17.60
Nicholas Gasparovic	17.60
Alfonso Salinas	17.60
001-2100-43232	Travel/Meals
Marguerite Montgomery	\$ 48.00
Thomas Philpot	48.00
001-2100-43233	Travel/Lodging
Marguerite Montgomery	\$ 190.90
Thomas Philpot	190.90
001-2100-43234	Travel Trans/Other
Thomas Philpot	\$ 11.00

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

In the Matter of Resolution Permitting the Lake County auditor to pay
Outstanding 2005 Invoices/Debts from the 2006 Budget.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO. 06-19

RESOLUTION PERMITTING THE LAKE COUNTY AUDITOR TO PAY AN OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET

WHEREAS, the Lake County Auditor's Office, is currently operating in the
2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

	001-0200-43310	Printing
	Federal Express	\$ 93.58
	Standard Register	3,000.00
Services	001-0200-43190	Other Professional
	James L. Wieser	\$ 1,575.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Lake County Auditor's 2006 Budget:

	001-0200-43310	Printing
	Federal Express	\$ 93.58
	Standard Register	3,000.00
Services	001-0200-43190	Other Professional
	James L. Wieser	\$ 1,575.00

SO RESOLVED THIS 14TH DAY OF FEBRUARY 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting Public Defender to pay 2005 invoices with 2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes".
Motion carried 7-0.

RESOLUTION NO.-06-20

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006**

BUDGET

WHEREAS, the Office of the Public Defender, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

001-4002-43190

Other Professional

Service

David E. Braatz \$348.00
James J. Krajewski 990.00
Richard W. Maroc 870.00
Kristina Garza 135.00
Douglas Amber 540.00
Bruce D. Parent 2,916.00
\$ 5,799.00

001-4002-43235 Travel-Mileage
James F. Woods \$174.60

405-4002-42130 Law Books
Lexis Nexis/Matthew Bender \$ 640.09
Thomson West/West Group 438.00
\$ 1,078.09

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Office of the Public Defender's 2006 Budget:

001-4002-43190

Other Professional Service

David E. Braatz

\$348.00

James J. Krajewski

990.00

Richard W. Maroc

870.00

Kristina Garza

135.00

Douglas Amber

540.00

Bruce D. Parent

2,916.00

\$

5,799.00

001-4002-43235

Travel-Mileage

James F. Woods

\$174.60

405-4002-42130

Law Books

Lexis Nexis/Matthew Bender

\$

640.09

Thomson West/West Group

438.00

\$

1,078.09

SO RESOLVED THIS 14th day of February, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI

LARRY BLANCHARD

THOMAS O'DONNELL

CHRISTINE CID

ELSIE FRANKLIN

DONALD POTREBIC

Members of the Lake County Council

In the Matter of Resolution Permitting L.C. Sheriff to pay 2005 invoices with
2006 funds.

O'Donnell made a motion, seconded by Potrebic to approve. All voted "Yes". Motion carried 7-0.

RESOLUTION NO. 06-21

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO
PAY OUTSTANDING
2005 INVOICES/DEBT FROM THE 2006
BUDGET**

WHEREAS, the Sheriff's Department of Lake County, is currently operating in the 2006 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2005 has not been paid:

001-0500-42220 -	Garage & Motors
Smith Ford	\$1,405.48

WHEREAS, the Sheriff's Department desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department, shall pay
From its 2006 Budget the following invoice/debt incurred in the
Calendar year 2005 as follows:

001-0500-42220 -	Garage & Motors
Smith Ford	\$1,405.48

SO RESOLVED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
ELSIE FRANKLIN
DONALD POTREBIC

Members of the Lake County Council

In the Matter of Ordinance Creating County Storm Water Management.

O'Donnell made a motion, seconded by Cid to defer to 3-14-06. All voted "Yes".
Motion to defer carried
7-0.

In the Matter of Ordinance Creating an Employee Time Clock Usage Plan.

Potrebic made a motion, seconded by Franklin to defer to 3-14-06. All voted
"Yes". Motion to defer
Carried 7-0.

In the Matter of Amending Ord # 1270A-1 - Part Time Ordinance for Circuit
Court.

O'Donnell made a motion, seconded by Tabaczynski to approve on First
Reading. All voted "Yes". Motion to approve on First Reading carried 7-0.

O'Donnell made a motion, seconded by Tabaczynski to Suspend Rules. All
voted "Yes". Motion to Suspend rules carried 7-0.

O'Donnell made a motion, seconded by Tabaczynski to approve on Second
Reading. All voted "Yes". Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1270A-3

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2006, ORDINANCE NO. 1270A

WHEREAS, on December 13, 2005, the Lake County Council adopted the Lake
County

Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No.
1270A; and

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be added and adopted as follows:

DELETE:

Section III.

24. Lake Circuit Court
Therapist (maximum 15 hours per week) \$30.00/hr.

INSERT:

Section 111.

24. Lake Circuit Court
Therapist (maximum 16 hours per week)
\$30.00/hr.

SO ORDAINED THIS 14TH DAY OF FEBRUARY, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI

LARRY BLANCHARD

THOMAS O'DONNELL

CHRISTINE CID

ELSIE FRANKLIN

DONALD POTREBIC

Members of the Lake County Council

In the Matter of Memorandum of Understanding - Town of Lowell and L.C. Council - Automatic Case Management System.

Tabaczynski made a motion, seconded by Franklin to approve. All voted "Yes".

Mark Pearman said, as we were aware, the State Court Administrator is funding Lake County \$277,000 dollars to provide access to the County' Court system, all of the City and Town Courts in Lake County, so they are all combined to one Court system. He said this is being headed through his department and Judge Dywan, who is a member of the State JTAC committee. He said they have approached all of the City and Town Courts. They have several of them who have committed, Lowell was the first one to sign the Memorandum of Understanding that outlines what the State, through this grant is providing to them, and what on-going cost they would have to pick up after the first year of implementation. This is signed by the City and Town Court Judge, the County Council, and the County Commissioners. Once you sign this today, it will go in front of the County Commissioners for their approval tomorrow. It is one of many, we are doing them as they come through.

Motion to approve carried 7-0.

**MEMORANDUM OF UNDERSTANDING
FOR AN AUTOMATED CASE MANAGEMENT SYSTEM**

IN LOWELL TOWN COURT

This Memorandum of Understanding (Agreement) is made and entered into by and between the City/Town Court and Clerk of the City/Town of **Lowell**, (Court/Clerk) and the County of Lake, through the Lake County Board of Commissioners and the Lake County Council (County):

RECITALS

- WHEREAS, the Court is the properly established Court and the Clerk is the officially elected Clerk of the Court of the City/Town of **Lowell**; and
- WHEREAS, the Lake County Board of Commissioners is the executive of Lake County, Indiana, and the Lake County Council is the legislative and fiscal body of Lake County, Indiana; and
- WHEREAS, in 2004, 28,600 infractions were filed in Lake Superior Court, County Divisions 1, II, III and IV, and the automated case management system utilized by the courts permitted the timely electronic transmission of information on traffic infractions to the Indiana Bureau of Motor Vehicles (BNW) as required by current law; and
- WHEREAS, in 2004, 43,067 infractions were filed in the ten city and town courts in Lake County, which courts have no means of electronically transmitting information on traffic infractions to the BMV; and
- WHEREAS, Lake County desires to assist the city and town courts of Lake County to transmit traffic infraction and selected information to the BMV; and
- WHEREAS, the, Indiana Supreme Court and its Judicial Technology Automation Committee (JTAC) has responded favorably to the request of the Lake Superior Courts to assist and enable the ten city and town courts in Lake County to electronically transmit information to the BW as required by current Indiana law; and
- WHEREAS, the Indiana Supreme Court in conjunction with the BMV has received a federal grant to be used to improve the transmission to the BNW of information on certain traffic information; and
- WHEREAS, the Indiana Supreme Court has decided that subject to a definite grant agreement between the Supreme Court, Lake County and participating city and town courts, the Supreme Court contemplates making a grant to Lake County in the amount of Two Hundred Seventy-Seven Thousand Seven Hundred and One

(\$277,701.00) Dollars to be used by Lake County to assist the cities and towns of Crown Point, East Chicago, Gary, Hammond, Hobart, Lake Station, Lowell, Merrillville, Schererville and Whiting, to establish an automatic case management system to be used by each city and town court to permit the timely electronic transmission to the BMV as required by current law; and

WHEREAS, the County will assist the city and town courts in the following areas related to the timely electronic transmission to the BMV of relevant information on traffic infraction cases:

1. New hardware;
2. Maximus/CourtView software licenses;
3. Cabling;
4. Training;
5. Software annual maintenance - first year only;
6. Annual T-1 or DSL line expense - first year only.

NOW, THEREFORE, IN CONSIDERATION OF THE foregoing representations and covenant hereinafter set forth, the parties agree as follows:

- I. Authority. The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. Term of Agreement. The term of this Agreement shall be from **the date of signing** through **December 31, 2006**, and shall automatically renew each year unless the Court/Clerk or County notifies in writing the other party of its termination at least 60 days before the end of the current term.
3. Purpose of Agreement. The purpose of this Agreement is for the County to assist the City and Town Courts and Clerks in the following areas in order to timely electronically transmit to the BMV relevant information on traffic infraction cases heard by the City and Town Courts:
 - A. New Hardware;
 - B. Maximus/CourtView software licenses;
 - C. Cabling;
 - D. Training;
 - E. Software annual maintenance - first year only;
 - F. Annual T- 1 or DSL line expense - first year only.
4. Functions and Services. The following specific functions and

services are to be performed or furnished by the County on behalf of the **Lowell** Court/Clerk:

- A. **One (1)** Maximus automatic case management system/CourtView licenses;
- B. **One (1)** terminal server licenses;
- C. First year annual support fee for **one (1)** Maximus licenses;
- D. Purchase and installation of a DSL line at a cost not to exceed 0;
- E. Purchase and installation of **one (1)** cable drops at a cost not to exceed **\$750**;

- F. Up to four (4) hours of training for each of **one (1)** staff members of the Court/Clerk;
- G. DSL line charges for one year to vendor (SBC or Qwest);
- H. The following other equipment:
 - i.) Printers: **One**;
 - ii) Personal computers: **None**;
 - iii) Other: **None**.

5. Data Conversion. It is expressly agreed that any data conversion from the current data processing system used by the Court/Clerk to the CourtView system shall be the sole option and financial responsibility of the Court/Clerk. The County shall provide no funding for such data conversion.

6. ReMonsibilities and Duties of the Court/Clerk. The Court/Clerk agrees as follows:

- A. To permit access for Lake County employees or their designees to install equipment, test systems, on premises, if necessary, and to train employees of the clerk and court;
- B. To only use the network, system, and equipment according to the best practices as defined and modified by Lake County and the Lake County Data Processing Agency or its assignee;

7. Fees. The Court/Clerk agrees to pay the following fees to the County within 45 days of invoice date for the listed services:

- A. Miscellaneous start-up expenses incurred over and above the items or amounts listed in paragraph number 4;
- B. T-1 or DSL line costs after the first year;
- C. Maximus annual automated case management systems/CourtView support fees after the first year;
- D. Other equipment and training as required by the City/Town Court and not covered in this Agreement.

8. Effective Date and Commencement of Terms. This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all the parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, have entered into this Memorandum of Understanding; and having read and understood the foregoing terms of this Memorandum of Understanding, the Court/Clerk and the County do by their respective signatures dated below agree to such terms.

COUNTY OF LAKE:

By: Gerry J. Scheub
President County Commissioners

Date:

By: Rudolph Clay
County Commissioner

Date:

By: Frances DuPey
County Commissioner

Date:

COUNTY OF LAKE:

By Will A. Smith, Jr.
President, County Council

Date: 2-14-06

By: Ron Tabaczynski
County Councilman

Date: 2-14-06

By: Larry Blanchard
County Councilman

Date: 2-14-06

By: Thomas O'Donnell
County Councilman

Date: 2-14-06

Christine Cid
County Councilwoman

Date: 2-14-06

By: Elsie Franklin
County Councilwoman Date: 2-14-06

06 By: Donald Potrebic
County Councilman Date: 2-14-

COURT/CLERK

By: _____ Date: 2-6-06
Honorable Thomas W. Vanes
Judge, Lowell Town Court

By: Donna Nelson Date: 2-6-06
Clerk of the Court

In the Matter of Correctional Officers Collective Bargaining Agreement.

Blanchard made a motion, seconded by Franklin to approve.
Potrebic said that last month they were supposed to have either a study, or work shop, or an executive session in regards to this contract, and Potrebic wanted to know what happened to that scenario?

Blanchard said they were waiting for more information, and after they received the information, the committee met again this morning and recommends to the full Council, approval of the contract.
Potrebic said that really didn't answer his question because they made a decision this morning, and then bring it before us at this meeting instead of calling a couple of individuals in and discuss this.
Cid said that everyone had a copy of the contract, and if there were some issues with the contract, they could have gone to the committee, who would have gladly gone over the issues with him.

Attorney Robert Lewis said that there have been many discussions over the proposed contract. He said they started negotiations some months ago. The negotiations have been long, extended, tiresome, and arduous.
He said that the language in the contract has been gone over by the Council committee, and by the bargaining unit for the County Correctional Officers, and a copy of the Contract was given to all Council members in sufficient time for them to read it and come to the committee with any problems or concerns.
Attorney Lewis said that he thinks that they have addressed any concerns that

they may have received, and the contract that they are now asking the Council to approve has been thoroughly digested, and that is what the committee is now asking the Council to do.

Smith said there are provisions in the contract that allow some issues to be continued to be dialogued. There is a certain timeframe that allows the opening up of the negotiations, or dialogue. He asked Attorney Lewis to give the Council an update on that.

Attorney Lewis said, in terms of re-opening a contract, both sides have to agree to re-open certain issues. This contract, even though it is a 3-year contract, is a contract that allows the issues of wages and benefits to be re-opened each and every year. He said other aspects of the contract have to be re-opened by agreement of the party, and he said he thinks the parties have talked about other aspects of the contract that may be re-opened. There are concerns that the Correctional Officers have, there are concerns that the we have, and when we begin our negotiations again, in about 4 or 5 months, that is going to certainly be on the table.

Smith asked if this contract, in Attorney Lewis' opinion a contract that's basically similar to other collective bargaining contracts with public employees, and public administrations throughout our State?

Attorney Lewis said, very similar. We just concluded a contract with the Sheriff Merit Officers about a month ago, and the contract that we completed with them, is akin to the contract that we are now submitting to the Council for approval.

Mr. George Terrell, Attorney for the Correctional Officers said that they are present to ask the Council to approve the contract. He said, as Attorney Lewis stated, this process has gone on for a couple of years, both sides have participated in good faith and done hard work. He said this contract doesn't satisfy everything for everybody, but the process was one that worked well, and they will come back to the table next year to iron out any issues that come before us in the future, but this is an agreement that the Correctional Officers have approved and encourage the Council to approve it as well.

Sheriff Dominguez asked the Council, with all due respect, that they ratify the Correctional Officers Collective Bargaining Agreement here today.

Franklin commended the Chairperson, Councilman Blanchard, as well as Council lady Cid, along with herself and Councilman Potrebic. Franklin said that they have worked on this contract. She said it is time for them to move to the next level. She said that she thinks that they need to move forward and do what we need to do for the Correctional Officers and if there are some other concerns, there are other negotiations that they will be looking at, at a later date.

Smith said that they have had ample time to look over the Contract and insert what our feelings are, with the exceptions of a few items, we can continue to

discuss and work out.

Smith asked the Warden what is the status today, of our inmates capacities, in our Jail?

Warden Jones said that our status today is, we have 1,004 inmates in the Lake County Jail. The Jail holds 1,040. To be at a good capacity, for classification reasons, we should only have 840 inmates, so we are approximately 200 over. She explained that classification means we can not mix males, females, juveniles, different classifications of misdemeanors and felons, we can not mix those people together. You have to leave room to be able to put people in different places. We are at least suppose to keep 20% of all your bed space for those classification purposes. That's why, technically, we are overcrowded.

Attorney Szarmach said, as we sit here today, for legal purposes, you are properly classified with the 1,004.

All voted "Yes", except Potrebic, "No". Motion to approve carried 6-yes, 1-no.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE COUNTY OF LAKE
LAKE COUNTY, INDIANA**

AND

**LAKE COUNTY CORRECTIONAL OFFICERS
ASSOCIATION, LOCAL NO. 11,
affiliated with the
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO**

January 1, 2006 - December 31, 2008

**Lake County Sheriff s Department, Corrections Division,
2293 North Main Street, Crown Point, Indiana 46307**

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LAKE COUNTY CORRECTIONAL OFFICERS ASSOCIATION,**

**LOCAL NO. 11, IUPA, AFL-CIO
AND
LAKE COUNTY, INDIANA**

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This agreement is entered into effective on the 1st day of January, 2006, between the County of Lake, Lake County, Indiana hereinafter called the "Employer", and the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein the

basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

PURPOSE

The purpose of this agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basic cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

It is the desire, and in the best interests of the citizens of Lake County, to promote harmonious relationships between the Employer and the Union and to improve the operation of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department for the citizens of Lake County.

ARTICLE 1 - RECOGNITION

Section 1.1 The Employer hereby recognizes the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for the bargaining unit comprised of all permanent sworn employees of the Lake County Sheriff's Department, Corrections Division, excluding probationary employees and employees in "upper level policy making positions" as defined by Indiana State Statute. All other employees of the Employer are excluded from this bargaining unit.

Section 1.2 The Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, in its role as bargaining representative, has been selected by a majority of the members of the bargaining unit described above, and shall continue in this capacity for the duration of the term of this Agreement and thereafter until such time as a majority of those bargaining unit members vote to eliminate such representation, in accord with the provisions of the law.

Section 1.3 The Employer shall not enter into any oral or written agreements with the employees covered under this contract or to any provisions of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 2 - TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2006, and shall remain in full force and effect until the 31st day of December, 2008.

Section 2.2 During the term of this agreement, there shall be a collective bargaining re-opener each year to negotiate wages and benefits applicable for

the upcoming year. The parties agree to commence negotiations no later than June 1 of each year with respect to wages and benefits applicable for the following year, and the parties agree to commence negotiations no later than June 1, 2008 with respect to a new Collective Bargaining Agreement.

Section 2.3 The conditions of employment for the Corrections Division of the Lake County Sheriffs Department are very different than in other offices of County Government, the Employer and the Union agree that collective bargaining and negotiations for Corrections Division employees covered by this agreement should be conducted separately from those negotiations by the Employer with other employees and/or groups.

Section 2.4 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.

Section 2.5 The terms and conditions of employment contained in this Agreement shall be binding following the approval of the Employer for the terms and duration thereof, and may not be amended or altered by Employer Ordinance or Resolution, except as provided in this Agreement.

Section 2.6 The express provisions this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by authorized representative of the Employer and the Union, except as provided in this Agreement.

Section 2.7 If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The Employer, the Union, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, age, disability, or union membership.

All references to employees in the Agreement shall designate both sexes.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriff's Department, Corrections Division, affairs, in all respects, in accordance with its responsibilities and powers of authority. The Employer recognizes the benefits of operating the Corrections Division

subject to the Lake County Corrections Merit Board and its rules and regulations, and hereby agrees to continue to operate the Corrections Division utilizing the Lake County Corrections Merit Board, and in accord with its Rules & Regulations, as modified, if at all, herein.

Section 4.2 The Employer shall retain the sole right and authority to operate and direct the affairs of the County and the Corrections Division of the Lake County Sheriff's Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Employer's right to determine its objectives and set standards and services offered to the public.

- A. To direct the work force.
- B. To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.
- C. To select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state and federal laws and the Lake County Corrections Merit Board Rules and Regulations, and this Agreement.
- D. -To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this agreement.
- E. To relieve employees due to lack of work or for other legitimate reasons subject to the procedures set forth in the Lake County Corrections Merit Board Rules and Regulations.
- F. To lay off personnel due to financial conditions consistent with local, state and federal law.
- G. To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- H. To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
 - 1. The compensation of all correctional officers, and other employees; and
 - 2. The number of correctional officers and other employees.

Section 4.3 The Employer shall make available to the Union, upon its reasonable request, any information, statistics and records relevant to negotiations or

necessary for proper enforcement of the terms of this agreement.

- A. The parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this agreement.
- B. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department General Orders, or revised Merit or Departmental Policies and Procedures Manuals, inclusive of all amendments once finalized and printed.

ARTICLE 5 - UNION MEMBERSHIP AND EMPLOYEE RIGHTS

Section 5.1 All employees have the right to become or not become members of the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, to participate or not participate in its activities, subject to the provisions of this Agreement.

Section 5.2 The Union shall have the right to solicit membership of all new employees who are subject to the terms of this Agreement and the Employer agrees not to interfere with the rights of new employees to join the Union.

Section 5.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit without interference, restraint or coercion, and shall respect the rights of all sworn merit personnel of the Lake County Sheriffs Department Corrections Division.

Section 5.4 In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Sheriff of Lake County and the County Council, the Union agrees to certify the names of representatives authorized to represent the Union officially, in writing, to the Sheriff and the Employer.

Section 5.5 The individual members of the Union shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

Section 5.6 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of its municipality and in providing for the safety of the employees in the bargaining unit.

Section 5.7 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check

fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment.

Section 5.8 The Employer shall notify the Union in advance of any major changes in personnel policies and shall meet periodically to discuss matters of mutual concern.

Section 5.9 It is mutually agreed that a safe and healthy work place is the desire to both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- C. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- D. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1 The Employer shall recognize six (6) representatives of the Union Wage and Benefit Committee for purposes of meeting with Management to discuss the administration of this Agreement. The Employer shall recognize six (6) representatives of the Union Grievance Committee for purposes of processing grievances. The Union shall certify to the Employer the names of the designated representatives of the Wage and Benefit Committee and of the Grievance Committee yearly, and whenever the Union replaces a member of either committee.

Section 6.2 Designated representatives of the Union shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering the Agreement, and to discuss and investigate grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the employee's regular working hours.

Section 6.3 The Union shall be afforded the right to utilize a bulletin board in a

designated area at the Lake County Jail for the posting of Union notices and other Union materials. Such board shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the board. The board shall be provided at no cost to the Union. Nothing demeaning towards an officer or the Lake County Sheriffs Department Corrections Division shall be posted on this board.

Section 6.4 Delegates of the Union shall be allowed time off without loss of pay to attend four (4) Union State Board meetings throughout the year. Allowed time off shall coincide with the actual days of the Meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.5 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the bi-annual International Union of Police Associations Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each odd numbered year, or at such other times as said Conference is scheduled.

Section 6.6 Delegates of the Union shall be allowed time off, without loss of pay to attend any regional or local meetings associated with the AFL/CIO.

Section 6.7 Any Union member elected to a State and/or National Office in the International Union of Police Associations shall be granted time off with pay to perform such duties necessary for that officer.

Section 6.8 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the annual National Organization of Black law Enforcement Officers (NOBLE) Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays.

ARTICLE 7 - DUES DEDUCTION

Section 7.1 The Employer agrees to deduct monthly dues from the pay of each employee from whom its receives a signed authorization to do so, all amounts established by the Lake County Correctional Officers Association, Local No. 11, and the International Union of Police Associations, AFL-CIO, as regular dues.

Section 7.2 The Employer shall remit the amount of deductions accompanied by a list of employees that have authorized such deductions to the Treasurer of the Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, or as otherwise directed by the Treasurer.

Section 7.3 Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The

Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

ARTICLE 8 - SALARIES

Section 8.1 Wages and monetary benefits shall be established by the Employer. The Employer's representatives shall meet with the Union's Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the Employer. Such negotiations shall begin no later than June 1 of each year.

Section 8.2 The salaries of corrections officers has been established by ordinance action of the Employer Council. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties in the annual re-opener relating to wages and benefits or as otherwise mutually agreed.

Minimum Position Hourly Number		Annual Salary	Bi-weekly Amt. / 26 paydays
156 \$1,132.95	Corrections \$14.16 Officer	\$29,456.70	
16 \$1,283.30	Sergeant \$16.04	\$33,365.85	
3 \$1,343.15	Lieutenant \$16.79	\$34,921.95	
3 \$1,395.09	Deputy Warden \$17.44	\$36,272.2	
1 \$1,456.27	Assistant \$18.20 Warden	\$37,863.00	

Section 8.3 An increase in correctional officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.4 All employees shall be paid their base salary as set forth by ordinance.

ARTICLE 9 - PROFICIENCY PAY

Officers shall receive Proficiency Pay in amounts according to the below listed schedule.

Years of Service	
Amount	
1 to 4	\$0.00
5 to 14	
\$700.00	
15 to 19	
\$800.00	
20 to 32	
\$1,000.00	

ARTICLE 10 - REGULAR WORK ASSIGNMENT, PAID OVERTIME, COMPENSATORY TIME

Section 10.1 Employees shall receive overtime for all time worked in excess of eight (8) hours per workday. When an employee is required to work overtime, such employee shall be paid for actual time worked at an hourly rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.

Section 10.2 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for each hour of overtime worked.

Section 10.3 Overtime shall be paid as long as funding is available. If overtime funding is not available, compensatory time will be paid at one and one-half (1 1/2) times the actual amount of hours worked.

Section 10.4 All compensatory time shall be taken at the discretion of the employee with the approval of the Sheriff or his designee, pursuant to regulations adopted to prevent undue hardship on the department.

Section 10.5 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable should the employee be reassigned.

Section 10.6 No employee shall be moved from his rotation to cover compensatory time off for another employee.

Section 10.7 Any sick leave time taken (used) by an employee as a result of a line of-duty injury or illness shall not be charged against this incentive.

Section 10.8 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.9 At termination or retirement, an employee can sell back to the Employer a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 10.10 The Employer will in no event use non Merit Corrections Personnel to do normal work of bargaining unit members.

Section 10.11 Employees shall be paid for any compensatory time they have accumulated through the end of the previous month on the second payday in each month, at one and one half times the employees then current rate of pay for every hour of overtime worked and not previously paid, unless the employee elects to accumulate such compensatory time at the rate of one and one half hours of compensatory time for every hour of overtime worked but not paid, in order to schedule such compensatory time off at a later date. Each employee may elect to accumulate up to 60 hours of compensatory time in any one calendar year, but must schedule such compensatory time off work prior to the end of March of the following year, and if such time off is not or cannot be so scheduled, then the employee shall be paid for such accumulated compensatory time by the end of April in the year after such compensatory time has been accumulated. Though the employer may force an employee to accumulate a maximum of four hundred and eighty (480) hours of compensatory time, if such time is not scheduled off work in the year of its accumulation, such compensatory time must be paid at the employee's current rate of pay by the end of April in the year following its accumulation. It is the intent of this agreement that Correctional Officers be paid for the overtime they work or be allowed to schedule their compensatory time off within a reasonable time, to the extent possible, subject to the provisions of this section.

Section 10.12 The Employer has agreed to budget approximately \$889,145.00 to cover the overtime costs incurred in for Jail Operations for Correctional Officers for 2006. It is anticipated and intended that this amount should be sufficient to meet the needs of the Department, based on historical evidence and current staffing levels and Jail operational needs. When overtime funds are available to pay employees on their next regularly scheduled payday for overtime worked, it has been the experience in the Department that there are sufficient volunteers to meet the overtime needs of the Department, and it is not necessary to require forced overtime or to freeze employees over onto the next shift. Therefore, the parties agree that no correctional officer shall be written up or disciplined for refusing to be frozen over or for refusing to work overtime, if, at the time of such refusal, there are insufficient funds remaining in the overtime budget so that such work will not be compensated by overtime pay on the next payday, but will only be compensated by the accumulation of compensatory time to be paid for or taken at some time in the future.

ARTICLE 11 - HOLIDAYS

Section 11.1 The below listed holidays are recognized as holiday days for all employees covered by this contract.

New Years Day
Good Friday
Labor Day
Thanksgiving

Martin Luther King Day
Memorial Day
Thanksgiving Day

President's Day
Independence Day
Day after

Columbus Day Veterans Day Christmas Day
Birthday Section 11.2 Employees working the calendar day of a designated holiday shall be paid time and one-half (1 1/2) for all hours worked on that day.

Section 11.3 Any recognized holidays falling on an officer's regularly scheduled day off or during a vacation period, the officer shall be granted the next scheduled working day off or a day within the next scheduled work week.

ARTICLE 12 - COURT TIME COMPENSATION

Section 12.1 Employees shall receive court-time pay or compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents arising in the course of his or her employment, whether such incidents are civil or criminal in nature.

Section 12.2 Employees shall receive a minimum of two (2) hours of compensation when appearing during off duty hours. Overtime shall begin from the time the employee leaves his residence to appear and continue in effect until such officer returns home or reports to his regularly scheduled duty assignment. For travel each way, a maximum of 35 minutes shall be paid.

Section 12.3 Court-time pay shall be paid at the employee's overtime rate of pay as either paid or compensatory time.

Section 12.4 All claims for court time compensation shall be submitted on a department overtime form.

ARTICLE 13 - BEREAVEMENT LEAVE

Section 13.1 In the event of death in an employee's immediate family, the employee shall be granted up to three (3) days of bereavement leave with pay.

For the purposes of this section, immediate family shall be defined as:

Spouse	Mother	Father
Sister	Brother	Child
Grandparent	Mother-in-Law	
Father-in-Law		
Step Children of Spouse	Guardian	Step-
Parents		

Section 13.2 Additional bereavement leave may be granted at the discretion of the Sheriff or his/her designee.

ARTICLE 14 - LONGEVITY PAY

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as 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

ARTICLE 15 - DEPARTMENT SICK LEAVE

Section 15.1 Officers shall be allowed sick leave in two (2) categories identified as "Minor Illnesses" and "Major Illnesses". Sick leave shall be based on the following criteria and restrictions.

A. Sick Leave Minor Illness or Injury

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may carry over six unused sick/ personal days to be used only as sick leave. Employees may accumulate up to 30 days of such sick leave time in this manner. Employees shall not be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
 - a. 13th Day Docked one (1) day's pay.
 - b. 14th Day Three (3) day suspension without pay.
 - c. 15th Day Five (5) day suspension without pay.
 - d. 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

B. Major Illness or Injury

1. A serious health condition (Illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this agreement.
3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the employer during the previous 12 month period.
4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.
5. Any request for paid leave due to an employee's serious health condition must be supported by a certification issued by the eligible employee's health care provider which complies with the provisions of the FMLA, and includes the date on which such serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and a statement that the employee is unable to perform the functions of the position of the employee. Such certification must be submitted to the Deputy Warden of Personnel after five (5) consecutive days of absence, and such certification must be updated every 15 days, or more often, upon request of the Deputy Warden of Personnel.
6. For Major Illness or Injury incurred in the line of duty the employee is allowed up to one (1) year of sick leave with pay, subject to certification as provided above, and if justified by the extent of the illness or injury.
7. For Major Illness or Injury not incurred in the line of duty, at the

expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability, and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriff's sole discretion, subject to approval of the Merit Board.

8. The employee shall give written notification of intent to return to work at least ten (10) days prior to the leave expiration date, if reasonably possible. Failure to submit an intent to return to work, and/or failure to return on the specified date, will cause the officer to be considered as a voluntary resignation.
9. Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
10. Temporary modified light-duty shall be available to those officers returning from sick leave under doctor's orders. Officers must, however, return to full duty thirty (30) days thereafter, or apply for disability pension, unless such Employee is eligible for additional FMLA leave.
11. Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.
12. Employees on sick leave, who have any remaining vacation at the end of a calendar year, shall be deemed on vacation. Exceptions may be granted at the discretion of the Sheriff.
13. The Employer may disallow pay if the reported illness or injury proves to be feigned, simulated or in violation of the Departments Rules and Regulations.
14. If the employer has reason to doubt the validity of the certification provided, the employer may require the employee to obtain the opinion of a second health care provider, at the employer's expense, and pursuant to the provisions of the FMLA.

ARTICLE 16 - HOURS OF EMPLOYMENT

Section 16.1 All employees covered by the provisions of this contract shall report for and work any schedule that is found to be mutually accepted by both the Employer and the Union. Said schedule shall comply with all state and federal labor standards.

Section 16.2 The basic workweek for correctional officers working in the Lake County Jail Corrections Division, shall consist of a "four-days-on-two-days-off" (4-2) schedule.

(a) The A & B Turns shall alternate every two weeks. Each turn will be scheduled to work two weeks on days, from 7:00 a.m. to 3:00 p.m., followed by two weeks on afternoons from 3:00 p.m. to 1 1:00 p.m.

(b) The C Turn, shall be a permanent "midnight" shift which is scheduled to work from 1 1:00 p.m. to 7:00 a.m. C Turn shall be comprised of volunteers, to the extent possible, with the correctional officer with the greatest seniority to fill the positions on a volunteer basis, and reverse seniority used to fill any positions not filled by volunteers.

Section 16.3 The basic workweek for employees working in an administrative or support staff position shall consist of five (5) days on duty and two (2) days off (5-2) schedule. These positions include records, classification, commissary, clothing, front desk, court security, transportation, and utility officers (movement, law library), as well as training officers, and youth education officers.

Section 16.4 The Sheriff and/or Chief of Police shall determine which officers are assigned to administrative or support staff positions, however any such openings and new administrative and support staff positions shall be filled in accord with Article 32, the Job Posting provisions of this Agreement.

(a) Correctional Officers removed from support staff positions shall have the option to return to the position they held prior to their assignment to a support staff position.

ARTICLE 17 - UNIFORM ALLOWANCE

Section 17.1 The Employer shall provide the initial issue of uniforms and equipment as determined by the Sheriff.

Section 17.2 In addition to any other item of compensation, the Employer shall provide a Uniform Allowance of seven hundred dollars (\$700.00). The Uniform Allowance will be paid in two (2) equal bi-annual increments of three hundred fifty dollars (\$350.00) in June and November of each year.

Section 17.3 An employee must be actively employed with the Corrections Division on the date the uniform allowances are paid and must have completed

at least one (1) year of continuous service with the department.

Section 17.4 The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 17.5 Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Sheriff.

Section 17.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Lake County Sheriffs Department Corrections Division Rules and Regulations.

Section 17.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstance.

Section 17.8 Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Department's Rules and Regulations.

Section 17.9 All uniforms and equipment issued to officers shall remain the property of the Employer (initial issue) and shall be returned to the Employer upon the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 18 - HEALTH AND LIFE INSURANCE

Section 18.1 The Employer agrees to maintain a group health insurance plan comparable to the current coverage, which consists of four (4) parts.

- A. Medical and Hospitalization
- B. Vision coverage
- C. Dental coverage
- D. Prescription coverage

Section 18.2 The employer shall be entitled to cancel current plans and to select a different plan, which provides employee's reasonably equivalent benefits, coverage and premiums.

Section 18.3 Benefits and monthly premiums are subject to change by county Ordinance or by a health and life insurance carrier selected for County employees by the employer. All changes shall apply to all County employees and be implemented only after sixty (60) day notice has been given to the parties.

Section 18.4 Retired employees shall be entitled to the same medical coverage as active employees covered by the County plan. The monthly premium shall be

as specified in County Ordinance 992C-4 Section 32.167.

Section 18.5 The employer shall maintain for each active employee a life insurance policy providing for coverage equal to the employees yearly salary.

ARTICLE 19 -VACATION

Section 19.1 Each employee shall be eligible for vacation time with pay based on length of continuous service with the County and in accordance with the following schedule:

Years of Continuous Service	Number of Weeks
After six (6) months service	1
After twelve (12) months service, in Year Two, through Year Three	2
Year four (4), through nine (9) years	3
Year ten (10), through fourteen (14) years	4
Year fifteen (15), through nineteen (19) years	5
Year twenty (20), through twenty-four (24) years	6
Year twenty-five (25), through twenty-nine (29) years	7
Year thirty (30), and after	8

Section 19.2 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 19.3 As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 19.4 A vacation schedule shall be posted by November 1 of each year

for the following year. Employees shall select their vacations by December 1. The vacation schedule for the new year shall be posted on or before January 1.

Section 19.5 Vacation changes must be submitted in writing and approved by the Sheriff or his/her designee.

Section 19.6 Vacation time must be used during the calendar year in which it is credited unless approved by the Sheriff or his/her designee.

Section 19.7 First, Rank, and then Department Seniority shall prevail over all other considerations for vacation selections. In situations involving employees with equal seniority, preference shall be given to the employee who has made his or her request properly and first.

Section 19.8 Employees shall begin their vacation as of the start of their regularly scheduled workweek.

Section 19.9 The Employer will endeavor to grant all requests for vacation whenever such requests are in accordance with this Agreement and such Administrative Rules and Regulations which have been or may be adopted to implement this Agreement. However, the Employer reserves the right to deny any and all requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain minimum staffing levels.

Section 19.10 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any unused vacation in the year of termination.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 20.1 The term "grievance" is defined to mean any difference that may arise between the Employer and an employee or employees covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

Section 20.2 The "aggrieved" is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 20.3 Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 20.4 The aggrieved party may present his or her grievance at grievance

meetings and hearings on the employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 20.5 Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 20.6 The Union and the Employer shall establish a mutually agreed upon form for the submission of grievances.

A. All grievances beyond the informal step shall be reduced to writing in an agreed upon form.

Section 20.7 This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 20.8 This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 20.9 The time limitations provided in this article may be extended by mutual agreement between the Employer and the Union.

Section 20.10 The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If in the opinion of the Union representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the Union representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the Union representative shall discuss the alleged grievance with the officer's immediate supervisor.

The Supervisor shall investigate the grievance and schedule an informal meeting with the Employee and his or her Union representative within seven (7) calendar days of the date of the notice by the Employee. The Supervisor and the Employee, along with the Union representative, will discuss the issues in dispute with the objective of resolving the matter informally.

If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the Union to present the grievance in writing within thirty (30)

calendar days after it arises to the employee(s)'Turn Commander.

Step 2: Turn Commander

If the grievance is not resolved after a period of ten (10) calendar days after being presented to the Turn Commander, the matter may be submitted to the Sheriff/Chief of Police/Warden.

Step 3: Sheriff/Chief of Police/Warden

If the aggrieved party initiating the grievance is not satisfied with the meeting at Step 2, a written appeal of the decision may be filed with the Sheriff or Chief of Police or Warden within twenty-one (21) days after the date of the rendering of the decision in Step 2. The Sheriff or Chief of Police or Warden shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his or her Union representative, if he or she requests one. The Sheriff or Chief of Police or Warden shall issue a written decision to the

Employee with a copy to the Union representative, within ten (10) days after the date of the meeting. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such grievance hearing.

Step 4: Arbitration

If the Union and the aggrieved party are not satisfied with the decision at Step 3, the Union may proceed to arbitration by the Union sending written notice of a demand for arbitration to the Employer. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such arbitration hearing.

- A. If within fourteen (14) calendar days after receipt of a demand for arbitration, the Employer or designee and a representative of the Union are unable to agree upon an arbitrator, the Union shall request from the Federal Mediation and Conciliation service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- C. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The arbitrator's decision shall be limited to the interpretation, application

or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.

- E. The arbitrator's fees and necessary expenses of arbitration shall be borne equally by both parties. All other expenses shall be borne by the party incurring them.
- F. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- G. The arbitrator's recommendation shall be final and binding on the Employer, the Union and the employee or employees.

ARTICLE 21 - RULES AND REGULATIONS

Section 21.1 The Union agrees that its member shall comply with all Sheriff s Department Corrections Division policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Corrections Merit Board.

Section 21.2 The Employer agrees department policies; rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure. Any conflict shall be resolved in favor of the terms of this Agreement.

Section 21.3 The Sheriff shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Sheriff and/or by the Lake County Corrections Merit Board.

Section 21.4 Except as modified herein, the benefits for corrections officers and the other policies contained in the Merit Board Rules and Regulations, as they exist on the date of this agreement, shall apply. Any future proposed change, addition or amendment to the current Rules and Regulations is subject to the approval of the Union prior to implementation. The current Merit Board Rules & Regulations are attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 21.5 Hiring and Merit Board Rules - The Employer shall have the right to employ whomsoever it determines is most qualified for available positions, from a rank ordered eligibility list based on merit. To the extent that there is no conflict with this provision and the provision below on Political Activity, the Merit Board Rules and Regulations as they currently exist or as they are amended, as specified above, shall apply to govern all hiring and promotions decisions of the Employer.

Section 21.6 Political Activity - It is the intent of the parties that the hiring,

promotion, assignment, supervision, discipline and discharge of corrections officers, as well as the application of policies and procedures, shall be carried out without regard to political affiliation or influence. It is agreed that the Employer, including the County, its Commissioners, the Department, the Sheriff, and any person or entity which can or does affect the employment practices of the Employer (including supervisors), with respect to any decision or action relating to hiring, promotion, discipline, discharge, assignment, or any other job related decision or action, will not discriminate against prospective employee's or employee's based on political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial contribution, or the lack of any of the above. Nor may hiring, promotion discipline, discharge, assignment, or other job decisions or actions be based upon, conditioned upon, or affected by the prospective employee's or the employee's political sponsorship or recommendation. In addition:

- A. Employees shall not be required to contribute money to, purchase or sell tickets for, campaign for or against, endorse or work for or against any political organization or candidate. However, nothing herein shall prohibit employees from voluntarily engaging in any such conduct; and
- B. Employees will not engage in any type of political activity while on duty or in uniform.

ARTICLE 22 - DUTIES OF CORRECTIONS OFFICERS

Section 22.1 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Sheriff, Chief of Police and/or Warden may request specific help be provided by an employee.

Section 22.2 The Union agrees and recognizes that each officer is an employee of the County of Lake and must conduct himself/herself in such a fashion to properly portray Lake County, the Lake County Sheriffs Department Corrections Division and this agreement.

ARTICLE 23 - PAY DAYS

Section 23.1 All corrections officers shall be paid as set forth by ordinance.

Section 23.2 An annual schedule of pay days shall be posted on the Union bulletin board before the first payday of each calendar year.

Section 23.3 The Employer shall disburse all other pay as follows:

- A. The \$700.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$350.00 each. One (1) in June and one (1) in November of each year.

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- B. Overtime shall be paid on the payday for the pay period in which the overtime was earned.
- C. Longevity shall be paid in accordance with formula established by the Employer.

Section 23.4 Errors made in an employee's pay shall be corrected on the next pay period or as soon as practicable after the error has been discovered.

ARTICLE 24 - LEAVES OF ABSENCE WITHOUT PAY

Section 24.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in I.C. 36-8-5-2.

ARTICLE 25 - LABOR MANAGEMENT SAFETY COMMITTEE (RESERVED)

ARTICLE 26 - SENIORITY, LAYOFF AND RECALL

Section 26.1 Seniority shall be defined as the status attained by continuous length of service as a sworn corrections officer with the Lake County Sheriff's Department.

Section 26.2 The Employer shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Union during January of each year.

Section 26.3 A "lay off" is defined to be a necessary reduction in work force of the Corrections Division of the Lake County Sheriff's Department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 26.4 A "recall" shall be an increase in the work force of the Corrections Division of the Lake County Sheriff's Department following a lay-off. Recall shall be made by seniority in accordance with Indiana law. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by

certified mail, return receipt.

Section 26.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 26.6 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Section 26.7 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 27 - PERSONNEL FILES

Section 27.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of the Lake County Sheriffs Department Corrections Division employee's employment history with the Employer.

Section 27.2 The Sheriff shall prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to an employee. All request for personnel file and review will be in writing and added to the employees file.

Section 27.3 It shall be the responsibility of each employee to provide the Sheriff or his/her designee copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

Section 27.4 No documents will be added to this file without a reference to and a copy of the document forwarded to the employee who is the subject of said file.

Section 27.5 No persons other than the members of the Lake County Corrections Merit Board, the Sheriff, or his/her designee, shall read, or view an employee's personnel file except as provided by the state statute.

Section 27.6 Every employee shall be permitted to review and make copies of their personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the Employer will require notice to the employee by the employer.

Section 27.7 If an employee is involved in a dispute regarding matters in his or her personnel file that may be material, a Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

Section 27.8 If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies -documental may write a

memorandum to the Sheriff, or his/her designee, explaining the alleged inaccuracy. Upon investigation, the Sheriff or his/her designee shall do one of the following:

- A. The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- B. The employee's memorandum shall be attached to the material in question and filed with it.

Section 27.9 Any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Sheriff, or his/her designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Sheriff or his/her designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 27.10 The parties agree to strictly adhere to the requirements of the Indiana Privacy Act in regard to the disclosure of information from employee's personnel files.

Section 27.11 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of verbal written and written reprimands from a personnel file:

- A. Disciplinary issues shall be removed from the employees file after one year if;
 - 1 The employee has no further disciplinary reports placed in his or her personnel file.

The employee submits a written request to the Sheriff or his/her designee to have such actions removed.

ARTICLE 28 - STRIKE PROHIBITION, NO LOCKOUT

Section 28.1 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Lake County, Indiana and therefore the Union agrees that neither it, its officers, agents, representatives or members will authorize or instigate, cause, aid, condone, refuse to cross picket lines, or participate in any strike, or work stoppage by its members or other employees of the Employer for the duration of the Agreement.

Section 28.2 The Employer agrees that it, its officers, agents or representatives, individually or collectively, will not order, authorize, institute, cause, aid or condone any lockout of members of the Union.

ARTICLE 29 - SEVERANCE PAY

Section 29.1 Employees terminating employment with at least (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested and earned vacation.
- B. Paid for any compensatory time up to a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.2 Employees terminating or retiring with less than (20) twenty years of Service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.3 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

Section 29.4 In the case of death, payment shall be paid to the employee's beneficiary or their estate.

ARTICLE 30 - PROFESSIONAL STANDARDS

Section 30.1 Nothing in this agreement shall negate in any way the obligation of the Union or its membership to bring to the attention of the Sheriff anything that negates, or tends to negate, the professional image of the Lake County Sheriff's Department Corrections Division and its membership.

ARTICLE 31 - CONFORMITY TO LAW

Section 31.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions of this agreement.

Section 31.2 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.

ARTICLE 32 - JOB POSTING & BIDDING

Section 32.1 All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and positions which become open in: records, classification, commissary, clothing, front desk, court security, transportation, booking, and utility officers (movement, law library), as well as training officers, and youth education officers. A job description for each such position, including duties, and job related qualifications, skills, experience, and past performance requirements shall be drafted by the Employer, subject to the approval of the Union Wage & Benefit Committee, prior to any such posting, and shall remain in effect until changed by mutual agreement of the parties. Posting shall be in all control rooms and on the first floor bulletin board. Any officer wishing to apply for a posted job will comply with the following procedures.

1. File a written application for the job assignment with the Sheriff's office on an agreed upon form supplied by Employer.
2. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
3. In order to maintain the integrity of the jail, no officer may be moved from their respective turn into a specialty position until that officer's replacement is placed on the schedule.
4. During the thirty (30) day period after an Employee begins such a new job assignment, the Employee may elect to return to their former assignment, and thereafter, the Employer may return such an employee to their former assignment, If the Employer determines that the Employee is unable to perform the now assignment satisfactorily.

Signature page follows:

SIGNATURE PAGE

The Lake County Correctional Officers Association, Local No. 11, AFL-CIO, and the County of Lake, by and through their duly authorized representatives, intending to be legally bound, now sign this agreement this day of 2006.

LAKE COUNTY

By: Larry Blanchard, Lake County Council
Byrd, President
By: Christine Cid, Lake County Council
, Vice President
By: Elsie Franklin, Lake County Council
Rohzon, Treasurer
By: Thomas O'Donnell, Lake County Council
Osborn, Secretary
By: Ron Tabaczynski, Lake County Council
Gretchen Holley, Trustee
By: Will A. Smith, Jr, President, Lake
County Council
COUNTY COMMISSIONERS

Clay, Lake County
LAKE COUNTY SHERIFF
Commissioner

By: _____
DuPey, Lake County
Rogelio Dominguez, Sheriff
Commissioner

Scheub, President, Lake
Commissioner

UNION

By: Nikki
By:
By: Robert
By: Lucille
By:

LAKE

By:
Rudolph

By:
Francis

By:
Gerry J.
County

In the Matter of Plan Commission Ordinances # 2123, and 2128.

Attorney Szarmach said that this is up for approval, or denial by the County Council today. He said that this morning, February 14th 2006, he received a fax letter from Attorney Wieser' Office basically withdrawing the petitioner asking the Council to take consistent action with a withdrawal. He read into the record, the

one sentence of the letter that is pertinent. “As a result, Dr. Ruff has directed that we withdraw our request for a Special Exception at 9015 -9053 - 155th Street in unincorporated Lake County, for the purpose of establishing a group home for the care of at-risk adolescents, should your rules permit, or, in the alternative, action that is consistent with this request. In other words, Dr. Ruff is abandoning his pursuit of the location and will not proceed any further at this time”.

Attorney Szarmach also said, for the record, referring to I.C. 36-7-4-918.6(e), which requires the County Council to take some action, either in favor or denial. Also, if the Legislative body, which is the County Council in Lake County, does not vote to deny the petition within 90 days, the petition is considered approved. At this stage of the proceedings, there is no statue, no rule to withdraw, this would require the Council to take an action. Attorney Szarmach said that he believes that Mr. Wieser is asking that the Council approve a motion to deny the petition; therefore, Attorney Szarmach asked that a motion be made to deny the petition, and a majority of vote of “Yes”, should be obtained.

Blanchard made a motion, seconded by Potrebic to deny Plan Commission Ordinance # 2123.

Franklin said that recognizing that Dr. Ruff has asked for this to be withdraw, pains her that today, in this Country we are still having some prejudices, as it relates to our handicapped persons in our communities. She said that recognizing that this was a decision by the residents there, and they felt that it was an endangerment to them and their families. Franklin said she is going to support Dr. Ruff because of the fact, he himself has indicated that he does not want these children placed in a hostile environment. Franklin commended Dr. Ruff for that, and is sorry that we had to get to this point, that we would not accept children that are in need of special care, because not one of us in this room, knows when one of our own family members might need such a facility.

Smith said they do have a beautiful area; however from his perspective, Smith said he hopes that this doesn't set a precedence around the county that we can't open our minds up for changes that have to come about sometime in our neighborhoods to accommodate those who are less fortunate, and need help. It could happen, not only in your neighborhood, but all of us, throughout Lake County. Smith said as residents of Lake County, it is essential for us to band and hold hands together. If we truly believe in that principle, then certainly, we are going to have to open our minds up to future changes in our neighborhoods.

All voted “Yes”. Motion to deny carried 7-0.

**ORDINANCE # 2123
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake,

Indiana to make provisions for a **SPECIAL EXCEPTION - ELMER & LOUISE GLADE, Owner and RONALD RUFF, Petitioner** - to allow an educational facility for adolescence 13 to 18 years of age on the following described property:

General Location: Located approximately 3/10 of a mile east of Parrish Street on the south side of 155th Avenue, a/k/a 9015 & 9053 W 155th Avenue in West Creek Township.

Legal: Lots 1 and 2, Glades Acres, as per plat thereof, recorded in Plat Book 89, page 15, in the Office of the Recorder of Lake County, Indiana.

IS HEREBY _____ _____ BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 14TH DAY OF FEBRUARY, 2006.\

MEMBERS OF THE LAKE COUNTY COUNCIL

WILL A. SMITH, JR., PRESIDENT

ELSIE FRANKLIN
TABACZYNSKI
LARRY BLANCHARD
THOMAS O'DONNELL
CHRISTINE CID
DONALD POTREBIC
RON

Blanchard made a motion, seconded by Potrebic to approve Plan Commission Ordinance # 2128. All voted "Yes". Motion carried 7-0. There were no remonstrators present.

**ORDINANCE # 2128
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to mae provisions for a **ZONE CHANGE** (Lake County Plan Commission recommended approval 1-18-06).

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

ZONE CHANGE from A-1 (Agricultural) Zone to R-1 (One-Family) Zone owned and petitioned by **ROBERT & MARIA BIGBIE**, for the purpose of residential development on the following described property:

General Location: Located approximately 2/10 of a mile east of Sheffield Street on the north side of 91st Avenue in St. John Township.

