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 Larry Blanchard, President, Thomas O'Donnell, Ernie Dillon, Elsie Franklin, Jerome A. Prince, Christine Cid, and Ted Bilski County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of Minutes

August 4, 2009 - Public Hearing & Budget Workshop
September 8, 2009
September 9,10,15,16,23,29,30 & Oct 1, 2009 – Budget Workshops
September 24, 2009 First Reading
October 13, 2009 Second Reading
October 13, 2009
November 10, 2009
November 24, 2009 Special Meeting

Dillon made a motion, seconded by Franklin to defer all of the minutes to 1-12-10. All voted "Yes". Motion to defer carried 7-0.

Councilman Dillon read a letter into the minutes, and it reads as follows:

To: Lake County Council Members and Media
Fr. Lake County Councilman – Ernie Dillon
Re: Sabatical
Dt: December 8, 2009

It has been my honor to have served as a member of the Lake County Council representing the First District – Hammond and Munster Indiana.

I look forward to continuing through …2010 and completing my fourth year on the Council. As I reflect upon my career (beginning in 1970 through 2010) I will have dedicated 40 years to various educational, elected, appointed and volunteer positions.

December 30, 2010 I will have reached the young age of 65 and look forward to those…."Golden Years of Retirement". As a post WWII "Baby Boomer"… I could never have imagined this time has come so quickly; 1945-2010….Oh Well!! As the saying goes, "The Old Gray Mare Just Ain't What She Used To Be"….. or in my case-Don Quixote can't ride like he used to ride. Also, health issues that tags along with life and my wonderful wife Margie (who copes with escalating M.S.) needing more of my time and a desire to share more moments with our growing grandchildren, family and friends are some of the reasons I have made the decision not to seek another term as Lake County Councilman in 2010.

I would like to thank our family, friends, supporters and constituents for their friendship and support through the years. Together we have shared the joys and hardships that a career in public service brings…For me, this is the career I have chosen and enjoy the decision I made.

When asked…And now what else will one do…My simple reply will be….Architectural Illusionists – Turning Dreams into Reality.

Peace Unto You And Yours
As Always – I Remain
Sincerely Yours,
Ernie Dillon,
Lake County Councilman

ORDINANCE NO 1318

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

	Appropriation Requested	Appropriated
Gambling Adm Tax Fund 196		
Data 3600		
43240 Telephone	$ 10,969.45	$ 10,969.45
43995 Other Services & Charges	$ 1,000.00	$ 1,000.00
Alt. Dispute Res. Co Payment Fund 411		
Superior Court Civil 3900		
43920 Food & Lodging(CNL)	$ 500.00	$ 500.00
S.N.A.P. Fund 156		
Animal Control 3200		
43995 Other Services & Charges	$ 5,000.00	Defer to 1-12-10
Animal Control 3200		
43995 Other Services & Charges	-$ 5,000.00	Defer to 1-12-10
L.C. Animal Shelter Non-Reverting Fund 163		
Animal Control 3200		
42410 Other Supplies	$ 2,000.00	Defer to 1-12-10
43995 Other Services	$ 3,000.00	Defer to 1-12-10

TRANSFER OF FUNDS CERTIFICATE

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

	Requested	Approved
Calumet Township Assessor 1000		
From: 001-41160 Office & Clerical	$ 15,000.00	
To: 001-43190 Other Professional Service	$ 15,000.00	No Action Taken
Data 3600		
From: 001-43630 Maintenance & Serv Contr	$ 2,182.03	
001-43715 Equipment Lease	$ 21,565.03	
To: 001-43995 Other Service & Charge	$ 23,747.06	$ 23,747.06
Commissioners 2900		
From: 001-43730 Property Rental	$ 25,000.00	
To: 001-43190 Other Professional Service	$ 25,000.00	$ 40,000.00
Commissioners 2900		
From: 001-43320 Advertising	$ 1,000.00	
To: 001-43233 Travel/Lodging	$ 1,000.00	$ 1,000.00
Commissioners 2900		
From: 001-41230 PERF	$125,520.00	
To: 001-41190 Part-Time	$125,520.00	$125,520.00
Fairgrounds 2920		
From: 001-42210 Petroleum Products	$ 5,834.00	
To: 001-42410 Other Supplies	$ 5,834.00	Withdrawn
Center Township Assessor 1200		
From: 001-41130 Technicians	$ 900.00	
To: 001-41110 Officials & Admin	$ 900.00	$ 900.00
Coroner 0700		
From: 001-42210 Petroleum Products	$ 540.00	
To: 001-42255 Pathology Supplies	$ 540.00	$ 540.00
Coroner 0700		
From: 001-42210 Petroleum Products	$ 540.00	
To: 001-43130 Toxicology Laboratory	$ 540.00	$ 540.00
Coroner 0700		
From: 001-43120 Medical & Hospital	$ 3,000.00	
To: 001-42390 Other Repair & Maintenance	$ 3,000.00	$ 3,000.00
Coroner 0700		
From: 001-43120 Medical & Hospital	$ 1,000.00	
To: 001-43190 Other Professional Service	$ 1,000.00	$ 1,000.00
Coroner 0700		
From: 001-43234 Transportation Travel	$ 600.00	
To: 001-43190 Other Professional Service	$ 600.00	$ 600.00

Coroner 0700			
From: 001-43120 Medical & Hospital		$ 1,000.00	
To: 001-43130 Toxicology Lab		$ 1,000.00	$ 1,000.00
Parks & Recreation 5156			
Parks & Recreation Fund 107			
From: 107-43190 Other Professional Service		$ 10,500.00	
107-43231 Travel-Registration		$ 2,345.00	
107-43232 Travel-Meals		$ 4,000.00	
107-43233 Travel-Lodging		$ 5,020.00	
107-43234 Travel-Transportation		$ 5,900.00	
107-43235 Travel-Mileage		$ 275.00	
107-43240 Telephone		$ 12,400.00	
107-43310 Printing		$ 10,600.00	
107-43320 Advertising		$ 500.00	
107-43630 Maint & Service Contr		$ 13,050.00	
107-43710 Equipment Rental		$ 3,580.00	
To: 107-43420 Insurance		$ 68,170.00	$ 68,170.00
Parks & Recreation 5155			
Parks & Recreation Fund 107			
From: 107-44310 Improvements		$ 87,364.79	
107-44490 Equipment		$ 15,606.00	
To: 107-44110 Land		$102,970.79	$102,970.79
Parks & Recreation 5155			
Parks & Recreation Fund 107			
From: 107-43330 Photo & Blueprint		$ 5,250.00	
To: 107-43420 Insurance		$ 5,250.00	$ 5,250.00
Clerk 0100			
From: 001-43233 Travel-Lodging		$ 1,400.00	
001-43234 Travel-Transportation		$ 1,200.00	
001-43995 Other Services		$ 12,000.00	
To: 001-41190 Part-Time		$ 14,600.00	$ 14,600.00
Clerk 0100			
Clerk's Record Perpetuation Fund 194			
From: 194-44490 Other Equipment		$ 700.00	
To: 194-41220 FICA		$ 700.00	$ 700.00
Emergency Management 3500			
From: 001-42210 Petroleum Products		$ 1,000.00	
001-43910 Dues & Subscriptions		$ 1,000.00	
001-43920 Food & Lodging		$ 500.00	
To: 001-42110 Office Supplies		$ 1,000.00	$ 1,000.00
001-42410 Other Supplies		$ 1,500.00	$ 1,500.00
Auditor 0200			
From: 001-43630 Maintenance & Service Contr		$ 7,000.00	
To: 001-43145 Legal Service		$ 7,000.00	$ 7,000.00
Public Defender 4002			
Criminal Court Supplemental Fee Fund 405			
From: 405-44420 Office Machines		$ 7,000.00	
To: 405-42130 Law Books		$ 7,000.00	$ 7,000.00
Veterans Service 2700			
From: 001-41150 Paraprofessional		$ 1,500.00	
To: 001-41190 Part-Time		$ 1,500.00	$ 1,500.00
Council 3700			
From: 001-43145 Legal Services		$ 35,000.00	
To: 001-43150 Consultant Fees		$ 35,000.00	$ 35,000.00
Year End 2009 Insurance Transfers			
From: 001-3700-41240 Group Insurance		$ 220,000.00	
To: Fund 514 Health Ins Non-Reverting Fund		$ 220,000.00	$220,000.00
From: 001-3700-41260 Woker's Comp		$ 350,000.00	$350,000.00
001-3700-43420 Insurance		$1,650,000.00	
To: Fund 541 Non-Reverting Self Ins Fund		$2,000,000.00	$2,000,000.00
From: 105-5130-41260 Worker's Comp		$ 4,500.00	
To: Fund 541 Non-Reverting Self Ins Fund		$ 4,500.00	$ 4,500.00
From: 107-5156-41250 Unemployment/Comp Ded		$ 25,000.00	
To: Fund 541 Non-Reverting Self Ins Fund		$ 25,000.00	$ 25,000.00
From: 196-3700-41240 Group Ins Deductions		$1,000,000.00	
To: Fund 514 Health Ins Non-Reverting Fund		$1,000,000.00	$1,000,000.00

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

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

Dated this 8th day of December, 2009.

Adopted this 8th day of December, 2009.

NAY AYE

Larry Blanchard
Thomas O'Donnell
Ernie Dillon
Elsie Franklin
Jerome A. Prince
Christine Cid
Ted F. Bilski

Members of the Lake County Council

ATTEST:
Peggy Holinga Katona,
Lake County Auditor

Additionals

	Made motion	seconded	
Gambling Adm Tax Fund 196			
Data($11,969.45)	Franklin	Dillon	All voted "Yes" to approve. Motion carried 7-0.
Alt Dispute Res Co Payment Fund 411			
Superior Court Civil($500)	Franklin	O'Donnell	All voted "Yes" to create new Line item & approve the Appropriation. Motion carried 7-0.
SNAP Fund 156			
Animal Control($5,000)	Dillon	O'Donnell	All voted "Yes" to defer to 1-12-10, except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.
Animal Control(-$5,000)	Dillon	O'Donnell	All voted "Yes" to defer to 1-12-10, except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.
L.C. Animal Shelter Non-Reverting Fund 163			
Animal Control($5,000)	Dillon	O'Donnell	All voted "Yes" to defer to 1-12-10, except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

Transfer

Calumet Twp Assr($15,000)	No Action Taken		
Data($23,747.06)	Franklin	Dillon	All voted "Yes" to approve. Motion carried 7-0.
Commissioners($40,000)	Franklin	Cid	All voted "Yes" to approve the amount of $40,000. All voted "Yes". Motion carried 7-0.
Commissioners($1,000)	Franklin	Dillon	All voted "Yes" to approve. Motion carried 7-0.
Commissioners($125,520)	Franklin	Dillon	All voted "Yes" to approve. Motion carried 7-0.
Fairgrounds($5,834)	Withdrawn		
Center Twp Assr($900)	O'Donnell	Prince	All voted "Yes" to approve, Except Franklin, "absent". Motion to approve carried

			6-yes, 1-absent.
Coroner($540)	Cid	Prince	All voted “Yes” to approve, except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Coroner($540)	Cid	Prince	All voted “Yes” to approve, except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Coroner($3,000)	Cid	Prince	All voted “Yes” to approve, except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Coroner($1,000)	Cid	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Coroner($600)	Cid	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Coroner($1,000)	Cid	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Parks & Recreation($68,170)	Bilski	Cid	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Parks & Recreation($102,970.79)	Bilski	Cid	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Parks & Recreation($5,250)	Bilski	Cid	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Clerk($14,600) (See Footnote)	Dillon	O’Donnell	All voted “Yes” to approve, Except Franklin, “absent”. Cid “abstained”. Motion to approve carried 5-yes, 1-abstention, and 1-absent.
Clerk($700) Clerk’s Record Perpetuation Fund 194	Dillon	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Cid “abstained”. Motion to approve carried 5-yes, 1-abstention, and 1-absent.
Emergency Management($2,500)	Prince	O’Donnell	All voted “Yes”, to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Auditor($7,000)	Cid	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Public Defender($7,000)	Cid	Dillon	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Veterans Service($1,500)	Dillon	Prince	All voted “Yes” to approve, Except Franklin, “absent”. Motion to approve carried 6-yes, 1-absent.
Council($35,000)	Dillon	Prince	All voted “Yes”, except Dillon, Franklin, and Cid, “No”. Motion To approve carried 4-yes, 3-no.

<u>Year End Transfers</u>
Fund 514 Health Ins

Non-Reverting Fund($220,000)	Dillon	Prince	All voted "Yes". Motion to Approve carried 7-0.
Fund 541 Non-Reverting Self Ins Fund($2,000,000)	Dillon	Prince	All voted "Yes". Motion to Approve carried 7-0.
Fund 541 Non-Reverting Self Ins Fund($4,500)	Dillon	Prince	All voted "Yes". Motion to Approve carried 7-0.
Fund 541 Non-Reverting Self Ins Fund($25,000)	Dillon	Prince	All voted "Yes". Motion to Approve carried 7-0.
Fund 514 Health Ins Non-Reverting Fund($1,000,000)	Dillon	Prince	All voted "Yes". Motion to Approve carried 7-0.

Footnotes

Re: Commissioners($40,000) – Franklin made a motion, seconded by Cid to approve the transfer in the amount of $40,000. Blanchard explained that this is to cover item # 4 on the agenda, which is a transfer for Calumet Township Assessor from Office & Clerical, To Other Professional Service, in the amount of $15,000. Blanchard explained that they can't have transfers coming out of Office & Clerical, that's the Council' for 2010. All voted "Yes" to approve. Motion carried 7-0.

Re: Commissioners($125,520) – Franklin made a motion, seconded by Dillon to approve.
O'Donnell commented that this is outrageous, to be "screaming up" at the end of the year like this, and have overspent Part-time by that amount, it's an outrage.

Cid commented I think this is maybe a reason that we need to put part-time on our hiring restriction that we have. I believe this shows a reason why, at least we can watch the dollars.

Dillon said I would assume the work has already been done. That's the dilemma.

Blanchard said, you're absolutely right.

Franklin agreed with her colleague that part-time should next year, come under our umbrella. All voted "Yes". Motion carried 7-0.

Re: Clerk($14,600) – Dillon made a motion, seconded by O'Donnell to transfer $14,600 into 41190 – Part-Time.
Dillon explained that this is one of those year-end situations where they've cut staff and a lot of part-time workers are doing the work.
O'Donnell said it's not on the level of what the Commissioner's did, but someone has to be watching that. They can't be overspending appropriations.
All voted "Yes", except, Franklin, "absent, and Cid, "abstained". Motion to approve carried 5-yes, 1-abstention, and 1-absent.

Re: Council($35,000) – Dillon made a motion, seconded by Bilski to approve.
Cid said it is my understanding that these funds will be used for a Study of Courthouses. Cid said I don't think there needs to be a study. The Commissioners don't want one, so I can not support this.
Franklin said since they voted it down, now they are taking the money and putting it aside for a study. Franklin asked why are we approving money to do a study, when we've already voted it down that we weren't going to do one.

Dillon withdrew his motion, and said he can not support, and said he wasn't real clear on what those consulting fees were going to be used for.

Prince with withdrew his second.

Prince made a motion to approve. O'Donnell seconded the motion.
Prince said the "no vote" that this body took collectively earlier was to oppose the override of the Commissioner's Veto, which would have been funded from the general fund. This is revenue, or dollars that comes from the Council' budget, and the reason for the motion is because I continue to support it. Whether it passes or fails today, I think that we should definitely entertain it, as I said before, and whether we do it today, or not, at some point this conversation is definitely going to come up. I just think it, in my opinion is a responsible action, at least to be prepared for what we obviously know is coming in the future, and that is an inability to continue to provide services in the way that we do today.

Cid said, with all due respect, Mr. Prince, I disagree with you. I think that we are providing services, and I don't believe that we need to shut down the Courthouses. If you remember, I think the Commissioners said, when they were thinking about shutting down the Courthouses, "we'll shut down the Courthouse, but we'll rent space". Cid asked, why rent space when we have buildings that we are not paying a lease, the

buildings are paid for already. We may have some debt because of maintenance repairs, and you are still going to have to bring a brand new courthouse somewhere, or build a whole new floor, which I'm sure is going to be millions of dollars, tens of millions of dollars, and you're still going to need those employees because you still have the caseloads coming in through the Clerk's Office. You're still going to need the employees, if you build a new building, you're still going to need maintenance back, you're going to pay electricity, I don't believe that there actually is a savings, if there was, I think it would have been detailed in the Maximus study, and the group that you want to hire is actually part of the Maximus, at one time, and if they couldn't give us the numbers then, that was their time to show us in detail how it actually was a savings. Now you want to put money to the side when the Commissioners have already said they are not in approval of this. I don't understand it.

Bilski said I agree wholeheartedly with what Cid just said. I think that is why we should do it. Let's prove it. We have a lot of naysayers out there that are saying that there is substantial savings here, you're going to reduce your staffing, we're going to do this. Maximus never looked into that study. Maximus never completed that study in that type of detail to show whether or not there was any benefit to doing this at all. So to put this issue to rest, I think that's the importance of having this study done. I agree wholeheartedly, I have no argument with that at all, and I think the only way to do that is to complete that study. I think we're also setting the money aside so we have that money earmarked. This vote is for sitting this money aside, not for spending the money on the Study. It's to insure that the money is there in the future if we need to conduct the study.

Prince said I think that I actually stated what I was going to say, and just for a point of clarity I didn't suggest that today I think that the Courts should close. I'm suggesting that I think we should explore it as a responsible course of action. I don't know if it will be a savings and we will never know until the point that we are forced to do something, and I just like operating from the front side instead of from the back. We have the revenues necessary to complete it, so that's my position on that.

Dillon added that to efficiently, again reiterating my position of being consistent which I am not in favor of moving those courthouses, so therefore, why support any kind of study and use the monies, and everyone seems to be pretty happy to use those courthouses where they are. They've been remodeled and there is not any transportation, at this time to get to Crown Point, if you move them out here. Finally, I don't think it's in our privy to make that decision, and it goes to the Judges, I believe, or the State legislation, regarding that issue. So I think spending this money is for naught.

Franklin said I think I made it clear that I felt that if we were going to embark on that study, before we went and spent all the money that we have spent on the different Courts, that would have been an ideal time to do the study, but we didn't. We went in and we did the remodeling and they are still working on remodeling our Courthouse. I can tell you that the Judges are split over the Study. Some of them are saying they don't want a study because they don't want to move. They want to stay where they are. I just don't know why we worry about working with the Judges. Everything that comes up is mandated through the Courts, they reap the benefits, and the taxpayers have to pay. There are only a few of the Judges who really want to close the Courts in the outlying areas and bring them into Crown Point, and there is an ulterior motive, some of it is very selfish from what I've talked to some of them about. So, I just have a problem with helping them waste taxpayers' money at this time. Perhaps, further on down the road, and I understand what my colleague is saying, he likes to work on the front end. I'd like to work on the front end also, but at this point, I think I'm going to stay on the back end, and then when we get at the point that we just might have to do this. These people did this study. Maximus had this all in their hands, we gave them money to do a study to tell us what was coming down the pipe, and how we are looking in the future. They didn't do that. They gave us sprinkles here and there. So why do we keep giving these same folks money? Well, what happened is part of that group split off. Now here we go getting ready to give them some more money now. I can't support this.

Blanchard said first of all, we didn't give them any money for the first study. That was done by private donations. Secondly, this isn't a study about closing the Courts. This is called Stage 1 and Stage 2 to address the concerns of why, and warrant concerns of why we should not close the satellite courthouses, and or should look at closing the satellite courthouses. I've heard some good arguments why, and there are good arguments why not as well, but we're throwing them out there left and right, and we don't have any solid information to back up any of those arguments. We don't know exactly how much, if any savings there would be. I know that there is an argument that the Judges don't want this, well we met with the head Judges of the Courts, and they understand that this is not a study to look at to start closing the courthouses. They understand that it's a study that might save the County taxpayers some dollars in the future because we plowed into their budgets with reductions, like a bulldozer, and left some of them somewhat unable to perform their jobs like they performed them in the past, and we're telling them we are going to have to do the same thing in 2010 for 2011 budgets, and their concern in this study part of what it will do is tell them how they can perform functions at a lesser amount, an impact to the taxpayers, and an impact to their daily process of conducting their business, and doing their job.

Blanchard said I think there are plenty of arguments to look at this in a Phase I and a Phase II. Yes Phase III, and Phase IV, you can decide after you look at I and II whether you want to go forward with this. A Phase III and Phase IV deals with tougher measures, and they include discussion, or even recommendations to close one, or two, or three. Blanchard said, let's get some information first on just

about how to go about doing that, if it is going to be something that comes to pass, or not to pass, and make decisions based on the information.

Cid said I disagree with Blanchard on one point, and that is that you feel that we have left the Court without sufficient staff, to provide the services, or to do the work that they need to do. I think that there were some courts that maybe had too many employees and I don't believe that we left any Court that can't do their job, I don't think we've done that. I want to make that clear. I know, I didn't ask any Court to do away with more than they can. They are still able to perform their duties, that we have not taken anything away from them that they would have needed to continue their services to the public. I just wanted to clarify that.

O'Donnell said everybody's got an opinion, and that's fine. That's what we do up here, but to have opinions, they have to be based on facts, not just conjecture, or speculation. I don't think it will work, I think it might work. Nobody on either side of the dispute is saying I'm the right guy. They are just saying, this is what I think is right. There has to be, in my opinion, savings from it, because you don't need a Chief Deputy in every single courthouse. You don't need a Deputy Director, or Division Director in every single courthouse if they are all under one boss. You don't need as many bosses. So there has to be some consolidation savings that would exist out there. I understand this to be not, if you are in favor of this, you are in favor of closing the courthouses. If you're in favor of this, you're in favor of getting information so that you can make good decisions.

All voted "Yes", except Cid, Dillon, and Franklin, "No". Motion carried 4-yes, 3-no.

In the Matter of Ordinance # 1306F – Restricted Hiring for Work Release.

WITHDRAWN.

In the Matter of Ordinance # 1306F – Restricted Hiring for Prosecutor IV-D

WITHDRAWN.

In the Matter of Councilmanic Appointments. – Garner Scholarship Committee (2).

O'Donnell nominated Councilman Larry Blanchard, and Councilperson Christine Cid.

Franklin made a motion, seconded by Prince to close the nominations and approve.

All voted "Yes" to approve Councilman Larry Blanchard, and Christine Cid. Motion carried 7-0.

In the Matter of Citizen Appointments – Alcohol Beverage Board

Franklin nominated Alma V. White.
O'Donnell made a motion, seconded by Prince to close the nominations, and approve. All voted "Yes" to approve Alma V. White. Motion carried 7-0

In the Matter of Citizen Appointments – County Property Tax Assessment Board of Appeals (2) (1D-1R).

Franklin made a motion, seconded by Prince to defer to 1-12-10. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Citizen Nominations – Economic Development Commission – Crown Point (1).

Bilski made a motion, seconded by Prince to defer to 1-12-10. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Citizen Nominations – Economic Development Commission – Griffith (1).

O'Donnell made a motion, seconded by Prince to defer to 1-12-10. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Memorandum of Understanding for the Electronic Transfer of E-Citation between the Town Court of Hobart and the Town Court of Lowell with the Lake County Council.

Franklin made a motion, seconded by Dillon to approve. All voted "Yes". Motion to approve carried 7-0.

MEMORANDUM OF UNDERSTANDING
FOR AN ELECTRONIC TRANSFER OF E-CITATIONS
IN HOBART CITY 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 **Hobart,** (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 property established Court and the Clerk is the officially elected Clerk of the Court of the City/town of **Hobart;** 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, Lake County desires to assist the city and town courts of Lake County to transmit E-Citations from the Indiana State Data Repository to the Lake County Case Management System

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 city and town courts in Lake County to electronically transmit E-Citation information from the Indiana State Repository to the Lake County Case Management System.

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

1. Installation;
2. Training;
3. Continuing Software Support;

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

1. 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, 2010,** 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 with the electronic transfer of E-Citation from the Indiana State Data Repository Case Management System to the City and town Courts and Clerks.

4. Responsibilities 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 the software, 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;

5. 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 parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, heave entered into the 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 dates below agree to such terms.

COUNTY OF LAKE:

By: Roosevelt Allen, Jr.
President County Commissioner

By: Gerry J. Scheub
County Commissioner

By: Frances DuPey
County Commissioner

COUNTY OF LAKE:

By: Larry Blanchard Date: 12-8-09
President, County Council

By: Ernie Dillon Date: 12-8-09
County Councilman

By: Jerome Prince Date: 12-8-09
County Councilman

By: Ted Bilski Date: 12-8-09
County Councilman

By: Elsie Franklin Date: 12-8-09
County Councilwoman

By: Christine Cid Date: 12-8-09
County Councilwoman

By: Thomas O'Donnell Date: 12-8-09
County Councilman

COURT/CLERK

By: William J. Longer Date: 10-9-09
Honorable William J. Longer
Judge, Hobart City Court

By: William J. Longer Date: 10-9-09
Clerk of the Court

MEMORANDUM OF UNDERSTANDING
FOR AN ELECTRONIC TRANSFER OF E-CITATIONS
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 property 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, Lake County desires to assist the city and town courts of Lake County to transmit E-Citations from the Indiana State Data Repository to the Lake County Case Management System

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 city and town courts in Lake County to electronically transmit E-Citation information from the Indiana State Repository to the Lake County Case Management System.

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

1. Installation;
2. Training;
3. Continuing Software Support;

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

1. 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, 2010,** 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 with the electronic transfer of E-Citation from the Indiana State Data Repository Case Management System to the City and town Courts and Clerks.

4. Responsibilities 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 the software, 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;

5. 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 parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, heave entered into the 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 dates below agree to such terms.

COUNTY OF LAKE:

By: Roosevelt Allen, Jr.
President County Commissioners

By: Gerry J. Scheub
County Commissioner

By: Frances DuPey
County Commissioner

COUNTY OF LAKE:

By: Larry Blanchard Date: 12-8-09
President, County Council

By: Ernie Dillon Date: 12-8-09
County Councilman

By: Jerome Prince Date: 12-8-09
County Councilman

By: Ted Bilski Date: 12-8-09
County Councilman

By: Elsie Franklin Date: 12-8-09
County Councilwoman

By: Christine Cid Date: 12-8-09
County Councilwoman

By: Thomas O'Donnell Date: 12-8-09
County Councilman

COURT/CLERK

By: Thomas W. Vanes Date: 10-22-09
Honorable Thoms Vanes
Judge, Lowell Town Court

By: Donna Nelson Date: 10-22-09
Clerk of the Court

In the Matter of the Lake County Police Retirement Plan-Restatement.

Cid made a motion, seconded by Bilski to approve. All voted "Yes", except Franklin, "absent".

Blanchard said that the Council' position at the study session was to discover whether or not that there be no financial impact.
Motion to approve carried 6-yes, 1-absent.

L A K E C O U N T Y

POLICE RETIREMENT PLAN

(Restatement Effective January 1, 2008)

L A K E C O U N T Y
POLICE RETIREMENT PLAN

WHEREAS, the County Council of Lake County has established a Sheriffs Merit Board pursuant to Indiana Code; and

WHEREAS, pursuant to the authority vested in the Sheriffs Department to establish certain benefits pursuant to Indiana Code, said department wishes to continue the retirement plan created for its eligible employees; and

WHEREAS, the retirement plan is intended to satisfy Internal Revenue Code Section 401(a) as a governmental plan defined in Section 414(d) of the Internal Revenue Code;

NOW, THEREFORE, this restatement of the Lake County Police Retirement Plan is hereby effective January 1, 2008.

The provisions of this restated Plan, shall only apply to an Employee who died while employed after January 1, 2008, or who severed employment on or after January 1, 2008. The rights and benefits, if any, of an Employee who died while employed or who severed employment before such date shall be determined in accordance with the provisions of the Plan that were in effect on the date of his death or the date that he severed employment.

CONTENTS

ARTICLE I INTRODUCTION 1
Section 1.01. Plan. 1
Section 1.02. Purpose 1
Section 1.03. Effective Date. 1

ARTICLE II DEFINITIONS AND INTERPRETATION 7
Section 2.01. Definitions 2
Section 2.02. Reference to Other Definitions. 6
Section 2.03. Interpretation 6
Section 2.04. Construction.. 6

ARTICLE Ea SERVICE 7
Section 3.01. Credited Service. 7
Section 3.02. Reemployment. 8
Section 3.03. Reinstatement of Participant Who Severed Employment. 9
Section 3.04. Rules for Reemployed Veterans. 10

ARTICLE N ELIGIBILITY AND PARTICIPATION 11
Section 4.01. Eligibility. 11
Section 4.02. Entrance Date and Requirement of Participant Contributions. 11
Section 4.03. Termination of Participation. 11
Section 4.04. Failure to Participate. 11

ARTICLE V RETIREMENT DATE 12
Section 5.01. Normal Retirement 12
Section 5.02. Early Retirement. 12
Section 5.03. Late Retirement 12

ARTICLE VI RETIREMENT BENEFITS 13
Section 6.01. Normal Retirement Benefit 13
Section 6.02. Early Retirement Benefit_ 13
Section 6.01 Late Retirement Benefit 13
Section 6.04. Options. 14
Section 6.01 Limitations on Benefits 14
Section 6.06. Age 70-1/2 and Other Distribution Rules. 16
Section 6.07. Cost of Living Adjustments to Retirees 19
Section 6.08. Direct Rollovers. 19

ARTICLE VII SEVERANCE AND DISABILITY BENEFITS 21
Section 7.01. Severance Benefits. 21
Section 7.02. Disability Retirement Benefits 22

ARTICLE VIII DEATH BENEFITS 24
Section 8.01. Death Benefits After Retirement. 24
Section 8.02. Death Benefits Before Retirement. 24

ARTICLE IX ADMINISTRATION 26
Section 9.01. Pension Committee..... 26
Section 9.02. Qualified Domestic Relations Orders. .... .27

ARTICLE X FUNDING THE PLAN 28
Section 10.01. Employer Contributions. 28
Section 10.02. Participant Contributions. 28
Section 10.03. Trustee 28
Section 10.04. Nondiversion and Exclusive Benefit. 29

ARTICLE XI AMENDMENT AND TERMINATION 30
Section 11.01. Amendment. 30
Section 11.02. Suspension or Termination of the Plan 30
Section 11.03. Effect of Termination 30

ARTICLE XII LIABILITIES 32
Section 12.01. Liabilities. 32

ARTICLE XIII GENERAL PROVISIONS 33
Section 13.01. Limitation of Rights and Obligations. 33
Section 13.02. Restriction Against Claims and Assignments 33
Section 13.03. Internal Revenue Service Approval 33

ARTICLE XIV 34
Section 14.01. Top-Heavy Rules Not Applicable to Government Plans. 34
.....

A R T I C L E I

INTRODUCTION

Section 1.01. Plan. The "Plan" set forth in this instrument shall be known as the Lake County Police Retirement Plan.

Section 1.02. Purpose. The purpose of this Plan is to provide retirement benefits or other benefits to such employees of the Employer and their Beneficiaries who qualify under the terms of the Plan from the Trust Fund created by contributions held by the Trustee under the provisions of the Contracts. This Plan and Trust Fund shall be for the exclusive benefit of such persons.

Section 1.03. Effective Date. The original effective date of the Plan which is known as the "Effective Date" is January 1, 1962; this restated plan is effective January 1, 2008.

A R T I C L E I I

DEFINITIONS AND INTERPRETATION

Section 2.01. Definitions. As used herein, unless a different meaning is clearly required by the context:

(a) "Actuarial Equivalent" or "Actuarially Equivalent" means a benefit of equivalent value computed on the basis of mortality determined as follows:

(1) For Participants, the Unisex Pension 1984 Mortality Table (UP-1984 Table) with ages set forward one-half (1/2) year. This age adjustment is determined by interpolating (straight line) between mortality rates with no age adjustment and mortality rates with ages set forward one (1) year.

(2) For Beneficiaries, the Unisex Pension 1984 Mortality Table (UP-1984 Table) with ages set back three and one-half (3-1/2) years. This setback is determined by interpolating (straight line) between mortality rates with a three (3) year age setback and mortality rates with a four (4) year age setback.

The mortality basis specified above is to be used in conjunction with an interest rate of six percent (6%) per annum, compounded annually, for the purpose of determining any Actuarially Equivalent benefit, unless otherwise specified.

For determining Actuarially Equivalent lump sums (other than the lump sum payable under Section 8.02(b) or 8.02(c)), for distributions in calendar years beginning on or after January 1, 2006 and ending on or before December 31, 2010, an interest rate which is not less than three percent (3%), is not greater than five percent (5%) and is the lower of the following interest rates shall be utilized:

(1) the average of the applicable rate of interest used by the PBGC for the purpose of determining the present value of a lump sum distribution on plan termination (hereinafter "PBGC rate") in effect as of the five (5) January 1 dates preceding distribution (such average shall be rounded to the nearest .25%), or

(2) the PBGC rate on the January 1 preceding the Participant's date of severance from employment (as reflected on the payroll record) occurs adjusted as follows:

Calendar Year in which severance date occurs	Interest rate
2007	PBGC rate plus .25%
2008	PBGC rate plus .50%
2009	PBGC rate plus .75%
2010	PBGC rate plus 1.00%

For calendar years beginning on and after January 1, 2011, for determining Actuarially Equivalent lump sums, (other than the lump sum payable under Section 8.02(b) or 8,02(c)), the average of the PBGC rates in effect as of the five

(5) January 1 dates preceding distribution shall be utilized, provided however, the average rate shall not be less than three percent (3%) and shall not be more than five percent (5%). Such average shall be rounded to the nearest .25%.

In determining the applicable rate of interest for this purpose, the applicable interest rate used by the PBGC in valuing deferred annuities shall be taken into account when a lump sum amount is being calculated with respect to a deferred annuity. The applicable interest rate used by the PBGC in valuing immediate annuities shall be taken into account when a lump sum amount is being calculated with respect to an immediate annuity.

(b) "Actuary" means the person or firm appointed by the Employer or by the Merit Board and acting as technical advisor with respect to actuarial matters involved in the Plan.

(c) "Beneficiary" means, with respect to any benefit payable under this Plan, the beneficiary named by the Participant in writing to the Committee, with unrestricted right of the Participant to change such beneficiary at any time during his lifetime, except after the commencement of a joint and survivor benefit payment. In the absence of a valid Beneficiary designation by the Participant or in the event that no designated Beneficiary survives the Participant, such benefits shall be paid to the Participant's surviving spouse, or if there is no surviving spouse, then to the Participant's surviving children (in equal shares), or, if there are no surviving children, then to the Participant's surviving parents (in equal shares), if there are no surviving parents, then to the Participant's estate.

(d) "Commuted Value" means, as of the date of determination, an Actuarially Equivalent lump sum.

(e) "Contract" means the contract with the Insurer under which the assets of the Plan are held.

(f) "Disability" means a medically determinable mental or physical condition which, in the judgment of the Merit Board, renders the Participant unable to engage in any substantial gainful activity and is expected to result in death or to last for a continuous period of not less than twelve (12) months. To be considered Disabled under the terms of this Plan, a Participant shall apply in writing to the Sheriff and Merit Board for a determination that his condition qualifies as a Disability. Such application shall comply with procedures adopted by the Merit Board. The judgment of the Merit Board shall be based on guidelines adopted by the Merit Board. The Merit Board shall review the Disability status of all Participants who are receiving any Disability benefits pursuant to guidelines adopted by the Merit Board.

(g) "Disability Retirement Date" means the first day of the first month following the Participant's severance from employment because of a Disability, provided, however, to qualify for Disability Retirement, the Participant may not have declined any offers for employment by the Merit Board within the Department made after the Participant applied for Disability. In the event a Participant has declined such offers of employment, his severance from employment shall be treated as a severance under Section 7.01.

(h) "Employee" means a person employed by the Employer who is a County Policeman or Sheriff with full police power, as such terms are used in Indiana Code.

(i) "Employer" means the Lake County Sheriffs Department, Crown Point, Indiana.

(j)"Final Average Monthly Salary" means for a Participant who severs employment or retires prior to July 1, 1997, one sixtieth (1/60) of the total nondeferred compensation, plus the modifications set forth in the following paragraph, paid by the Employer to a Participant during the highest paid five (5) years ending prior to the Participant's retirement date or severance date. Such years do not need to be consecutive. If a Participant has completed less than five (5) years of employment, Final Average Monthly Salary equals the average of his Salary for all of his years of employment. For a Participant who severs employment or retires after June 30, 1997, one-thirty-sixth (1/36) of the total nondeferred compensation, plus the modifications set forth in the following paragraph, paid by the Employer to a Participant during the highest paid three (3) years ending prior to the Participant's retirement date or severance date. Such years do not need to be consecutive. Ma Participant has completed less than three (3) years of employment, Final Average Monthly Salary equals the average of his Salary for all of his years of employment.

Modifications to Salary

All Salary used to calculate a Participant's Final Average Monthly Salary shall include 1) all elective contributions made under a Section 401(k) plan, a cafeteria plan as defined in Internal Revenue Code Section 125, a simplified employee pension plan, or a Section 403(b) of the Internal Revenue Code tax

deferred annuity; 2) all compensation deferred under an eligible deferred compensation plan as defined in Section 457, 3) all employee contributions under government plans that are treated as employer contributions under Section 414(h)(2) of the Internal Revenue Code, and 4) any amounts not included in taxable income by reason of Section 132(f)(4) of the Internal Revenue Code.

Statutory Limits

There are two statutory limits on compensation which apply to this Plan. One limit is on Final Average Monthly Salary and is prescribed by state law. The second limit is on Salary and is prescribed by federal law in. Section 401(a)(17) of the Internal Revenue Code. Both limits shall apply in determining Final Average Monthly Salary.

State Limit on Final Average Monthly Salary

For a Participant who severs employment or retires after June 30, 1996, Final Average Monthly Salary may not exceed the minimum monthly salary that a full-time prosecuting attorney was entitled to be paid by the state of Indiana at the time the Participant severs employment or retires.

Federal Limit on Salary

In no event shall the total nondeferred compensation paid, plus the modifications set forth above, in any one calendar year exceed the limit provided under Section 401(a)(17) of the Internal Revenue Code.

(k) "Insurer" means Firstmark Standard Life Insurance Company, Indianapolis, Indiana (formerly known as Standard Life Insurance Company of Indiana), or any other legal reserve life insurance company licensed to operate in the State of Indiana.

(l) "Merit Board" means the five (5) member Board appointed by the Sheriff and elected by the members of the police force pursuant to the Indiana Code, as said Board may be constituted at any given time.

(m) "Net Amount of Contributions" means the amount of money actually paid into the Trust Fund from the wages of each Participant in accordance with the provisions of Section 10.02, plus interest at the rate of three percent (3%) compounded annually up to severance date, less any sums, plus interest at the same rate, paid from the Trust Fund to such Participant or to any governmental fund for the credit or benefit of such Participant. Crediting of interest shall commence as of the end of the Plan Year in which contributions are made by the Participant.

(n) "Participant" means an Employee who is eligible to participate and who is actively participating in the Plan as evidenced by his signature on an enrollment form wherein said Employee authorizes the deduction of the required Participant contributions *as* described hereinafter. Participation shall cease upon severance from employment with the Employer or a change in status that does not satisfy the definition of "Employee", however, a former Participant may retain rights to payment of certain benefits in accordance with provisions of the Plan.

(o) "Pensioner" means a former Participant who is receiving a benefit pursuant to the terms of this Plan.

(P) "Plan Year" means a twelve (12) month period beginning January *1.*

(q) "Trust Fund" means the sum of all the assets of every kind and nature, both principal and income, at any time and from time to time held by the Trustee, which are available to pay benefits pursuant to the terms of the Contract with the Insurer.

(r) "Trustee" refers to the trustee of the Pension trust, who may he one (1) or more corporate trustees or the treasurer of the county serving under bond.

Section 2.02. **Reference** to **Other Definitions.** In addition to the terms defined in Section 2.01, the following terms are defined in the following Sections of the Plan:

Definition	Section
Credited Service	3.01
Defined Benefit Dollar Limitation	6.05
Direct Rollover	6.07
Distributee	6.07
Early Retirement Age	5.02
Early Retirement Benefit	6.02
Early Retirement Date	5.02
Effective Date	1.03

Eligible Retirement Plan	6.07
Eligible Rollover Distribution	6.07
Entrance Date	4.02
Equivalent Annual Benefit	6.05
Late Retirement Benefit	6.03
Late Retirement Date	5.03
Maximum Permissible Benefit	6.05
Normal Retirement Age	5.01
Normal Retirement Benefit	6.01
Normal Retirement Date	5.01

Section 2.03. Interpretation. Wherever appropriate, the masculine gender may be read as the feminine gender or *as* the neuter gender, and compound words beginning with the prefix "here" shall be read as referring to the entire Plan and not merely to the part thereof in which they occur. Terms not specifically defined in this Article II shall be deemed defined by the most descriptive context of the Plan.

Section 2.04. Construction. This instrument is to be construed according to the laws of the State of Indiana. In the event any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein.

ARTICLE III

SERVICE

Section 3.01. Credited Service. "Credited Service" is that portion of a Participant's service which is used in computing benefits or determining eligibility for benefits unless otherwise specifically provided in any other Section of the Plan. A Participant's Credited Service shall be equal to the sum of (a) service prior to the Effective Date and (b) service after the Effective Date, both of which shall be determined in accordance with the following rules:

(1) An Employee who becomes a Participant on or after the Effective Date by agreeing to make the contributions required under the Plan shall.be credited with Credited Service equal to the aggregate full and fractional years of his service with the Employer prior to the Effective Date and during which he was an Employee, *as* defined in Section 2.01(h), provided that such service shall cease to be recognized if he ceases to make the required contributions while remaining in the active employment of the Employer.

(2) Au Employee who becomes a Participant on or after the Effective Date by agreeing to make the contributions required under the Plan shall be credited with Credited Service equal to the full and fractional years of his service with the Employer after the Effective Date and during which he is a Participant hereunder, provided that such service shall cease to be recognized if he ceases to make the required contributions while remaining in the active employment of the Employer.

A Participant shall not receive any credit for any absence from the active service of the Employer during which the Participant is not making the required Participant contributions. For those absences without pay during which the Participant makes the required contributions at the same monthly rate as immediately preceding such absence, credit shall be given for a period not to exceed six (6) months. After such six (6) month period, no credit shall be given during the absence nor shall any contributions be accepted from the Participant. The granting of authority for the aforementioned absences shall be made pursuant to the Employer's published personnel policies and such policies shall be applied to all Participants in a uniform and nondiscriminatory manner. Failure to return from any leave of absence shall constitute a severance of the Employee's service as of the date of such failure to return.

A Participant who severs his employment with the Employer for any reason other than because of disability, who receives a lump sum distribution of his Net Amount of Contributions as of such date of severance pursuant to Section 7.01(a)(1), and who is later reemployed by the Employer shall only receive credit for prior service with the Employer if such Employee repays his Net Amount of Contributions plus interest as provided herein. Within two (2) years from the date of reemployment, such Employee shall repay the full amount of the distribution received plus interest at the rate of three percent (3%) compounded annually from the date of distribution to the date of full repayment. Such repayment may be in one single sum or in periodic payments. However, Credited Service prior to his severance shall not be reinstated until the full amount of the distribution has been repaid. In addition, an Employee or former Employee who is absent from the active service of the Employer as a result of the voting or electoral process and subsequently returns to the active service of the Employer and who has not taken *a* distribution pursuant to Section 7.01 of the Plan shall, upon return to active service, have all his prior Credited Service reinstated.

Determination of Credited Service by the Committee shall be binding upon all Participants and Beneficiaries. In the determination of Credited Service by the Committee, all Employees and Participants under similar circumstances must be treated alike. For a Participant who severs employment or retires prior to July 1, 1997, Credited Service shall be

calculated to the nearest one-twelfth (1/12) year. For a Participant who severs employment or retires on or. after July 1, 1997, Credited Service up to twenty (20) years shall be calculated to the nearest one-twelfth (1/12) year, and Credited Service in excess of twenty (20) years up to an additional twelve (12) years shall be based on full years and half years. If Credited Service in excess of twenty (20) years is not equal to full years or half years, Credited Service shall be rounded down to the nearest full year or half year.

To the extent the foregoing provisions do not credit service *as* required by the Family and Medical Leave Act, a Participant shall receive credited service *as* required by such Act. Basically, such Act requires the crediting of service for vesting purposes only for a family or medical leave of up to 12 weeks even if the Participant does not make the required Participant contributions.

Section 3.02. Reemployment

(a) A Participant who severs his employment with the Employer and who is reemployed by the Employer prior to the distribution of his Net Amount of Contributions and prior to the commencement of any other benefit payments under this Plan shall not be entitled to any benefits under this Plan until his subsequent severance from employment, and upon such subsequent severance his benefit shall be determined based upon all his Credited Service with the Employer.

(b) A Participant who severs his employment with the Employer, receives a lump sum distribution of his Net Amount of Contributions pursuant to Section 7.01(a)(1), and is reemployed by the Employer shall have the option of repaying his Net Amount of Contributions plus interest as provided in Section 3.01. The crediting of prior service shall depend on whether the Participant repays his Net Amount of Contributions plus interest. Whether the Participant repays his Net Amount of Contributions or does not repay them, there shall be no offset of any benefits the Participant is subsequently entitled to receive.

(c) This subsection applies to any Participant who was receiving a monthly benefit or who received a lump sum distribution pursuant to Section 6.04 or 10.02 prior to his reemployment. Any monthly benefit being paid to such reemployed Participant shall be suspended on his reemployment date. There shall be no obligation or opportunity for the Participant to repay prior distributions. Upon the subsequent severance from employment of a reemployed Participant described in this subsection, his benefit shall be based on Credited Service prior to his severance from employment and subsequent to his return to employment, and his total Credited Service shall be subject to the maximum years of Credited Service provided in Section 6.01.. Any benefits to which such a Participant is subsequently entitled shall not be offset by any prior disability benefits. Offsets for benefits, other than disability benefits, shall be determined as follows:

(1) If the Participant was receiving a monthly benefit, other than disability benefits, the offset shall equal the monthly retirement benefit as of the date the benefit first commenced, unreduced for early commencement or optional form, times the ratio of the temporary life annuity for the period for which benefits were received over the immediate life annuity determined as of the date the initial benefit commenced. The cost of living adjustment provided in Section 6.07 of the Plan shall not be taken into consideration in determining the amount of offset.

(2) If the Participant received a lump sum distribution pursuant to Section 6.04, then the monthly benefit payable at the Participant's subsequent severance of employment shall be converted to a lump sum value calculated as of the date of his subsequent severance of employment. The lump sum value calculated as of the date of the Participant's subsequent severance of employment shall be reduced by the initial lump sum benefit paid to the Participant adjusted for interest from the date of initial distribution to the date distribution of the final benefit is paid or commenced based on the interest rate used to calculate the initial lump sum distribution. After the lump sum value of the Participant's final benefit has been adjusted as provided in this paragraph the Participant may elect payment of that amount in the form of a lump sum distribution or may elect payment in another form of payment provided in Section 6.04. The monthly options provided under Section 6.04 shall be determined by converting the lump sum amount to a life annuity using the assumptions for lump sums provided in Section 2.01(a) and then converting the life annuity to other optional monthly forms using the 1984 Mortality Table and 6% interest rate provided in Section 2.01(a).

(3) If the Participant received a lump sum distribution of his Net Amount of Contributions pursuant to Section 10.02, then the monthly benefit payable at the Participant's subsequent severance of employment shall be offset by the Actuarially Equivalent monthly benefit derived from his Net Amount of Contributions.

(d) In no event shall a Participant receive either a greater benefit than he would have received from continuous service without interruptions or a lesser benefit than he was receiving immediately prior to his reemployment.

Section 3.03. Reinstatement of Participant Who Severed Employment. Notwithstanding the foregoing, a Participant whose employment with the Employer was severed for any reason who is later reinstated with all backpay and seniority may elect to repay any benefit received as result of the severance together with the amount of Participant contributions which would have been made during the period between the severance and reinstatement if no severance had occurred.. Such election will result in the Participant being credited with the amount of Credited Service he would have received if no severance had occurred. The repayment amount may be made in a lump sum or in monthly installments provided the entire amount is repaid within one (1) year of the date of reinstatement. Within thirty (30) days of reinstatement a Participant shall be presented with a written notice of his rights under this Section 3.03 and an election form to designate his intent to repay the above indicated amounts or forego the applicable Credited Service.

Section 3.04. Rules for Reemployed Veterans. A Participant shall be granted Credited Service upon his reemployment by the Employer for any period of time during which such Employee was on active military duty, but only if such Participant is entitled upon his reemployment to veteran's reemployment rights with respect to such period of military duty under the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. 4301 et seq.) and only if the Participant makes up any Participant contributions required under Article X based on the Salary the Participant
Would have received with reasonable certainty during the period of his military duty. Such Participant shall have up to three (3) times the period of his military duty (but not to exceed five (5) years) to make up his missed required Participant contributions.

In determining the Final Average Monthly Salary of a reemployed veteran meeting all requirements of Applicable federal law for reemployment rights, Salary shall be computed: (a) at the rate the reemployed veterans period of qualified military service; or (b) in the case that the determination of such rate is not reasonably certain, on the basis of the reemployed veteran's average rate of salary during the twelve (12) month period immediately preceding such period of qualified military service (or, if shorter, the period of employment immediately preceding such period).

A R T I C L E I V

ELIGIBILITY AND PARTICIPATION

Section 4.01. Eligibility. Each Employee shall be eligible to participate on the later of the Effective Date or his date of employment by the Employer.

Section 4.02. **Entrance Date and Requirement of Participant Contributions.** The "Entrance Date" of a Participant is the date *as* of which an Employee becomes enrolled as a Participant and it is the date as of which his required Participant contributions commence as provided in Section 10.02.

Section 4.03. **Termination of Participation.** Participation by an active Participant in the Plan shall be severed upon 1) the commencement of a benefit to him as a Pensioner, 2) his death, 3) the severance from his employment with the Employer, 4) the termination of the Plan, 5) termination of his participation by operation of law or 6) his ceasing to be an Employee *as* defined in Section 2.01(h) of the Plan.

Section 4.04. Failure to Participate. Failure to participate when fully eligible shall cause a Participant to receive credit only for that service occurring subsequent to the eventual Entrance Date of such Participant. A Participant who fails to elect to participate when fully eligible may thereafter enter the Plan on any January 1 following the delivery to the Merit Board of his written agreement to make the required Participant contributions.

A R T I C L E V

RETIREMENT DATE

Section 5.01. Normal Retirement. The Normal Retirement Date of a Participant is (a) his sixtieth (60th) birthday if his birthday falls on the first day of a month or (b) the first day of the first month following his sixtieth (60th) birthday, if his birthday falls on a day other than the first day of a month. "Normal Retirement Age" means, with respect to a Participant, the Participant's age as of his Normal Retirement Date.

Section 5.02. Early Retirement. A Participant with at least twenty (20) years of Credited Service may retire any time. In the event a Participant elects to retire early, his Early Retirement Date shall be (a) the date of his actual retirement if he retires as of the first day of a month or (b) the first day of the first month following his actual retirement, if he retires as of a day other than the first day of a month. "Early Retirement Age" is the date the Participant completes twenty (20) years of Credited Service.

Section 5.03. Late Retirement At the request of the Employer and with the consent of the Participant, a Participant may continue his employment beyond his Normal Retirement Date. In the event this occurs, the Participant's Late Retirement Date shall be (a) the day of his actual retirement if he retires *as* of the first day of a month or (b) the first day of the first month following his actual retirement, if he retires as of a day other than the first day of a month. In no event shall a Participant's retirement benefit commence until the Participant actually severs his employment with the Employer.

A R T I C L E V I

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit. The Normal Retirement Benefit shall be a monthly benefit determined as the total of (a) and (b) follows:

(a) two and one-half percent (2-1/2%) of the Participant's Final Average Monthly Salary, plus one dollar ($1.00); this sum multiplied by the Participant's years of Credited Service up to twenty (20) years; and

(b) an additional two (2) percent of the Participant's Final Average Monthly Salary multiplied by the Participant's years of Credited Service in excess of twenty (20) years up to an additional twelve (12) years;

the total benefit under (a) and (b) above shall not exceed a maximum of seventy-four percent (74%) of his Final Average Monthly Salary plus twenty dollars ($20.00).

A Participant who severs employment with the Employer as of his Normal Retirement Date shall be entitled to receive his Normal Retirement Benefit commencing on his Normal Retirement Date and such Normal Retirement Benefit shall be payable monthly to him during his lifetime, with a final payment on the first clay of the month in which he dies.

At the direction of the Committee, reasonable steps shall be taken to insure the accuracy of each benefit calculation under the Plan. However, if there *is* an overpayment of a benefit to a Participant or Beneficiary for any reason, it shall be the responsibility of the Participant or Beneficiary to repay the overpayment to the Trust Fund after notification. An overpayment may be corrected by a direct repayment by the Participant or the Beneficiary to the Trust Fund or by a reduction of future benefit payments from the Plan until the overpayment is repaid in full.

Section 6.02. Early Retirement Benefit. The Early Retirement Benefit shall be a monthly benefit based upon the Participant's Service and Final Average Monthly Salary *as* of his Early Retirement Date computed in accordance with the formula set forth in Section 6.01, with no reduction for early commencement.

The Early Retirement Benefit shall commence on the Participant's Early Retirement Date and shall be payable monthly to him during his lifetime, with a final payment on the first day of the month in which he dies, or according to the terms of the option elected under Section 6.04.

Section 6.03. **Late Retirement Benefit.** The Late Retirement Benefit shall be the amount of the Participant's benefit earned in accordance with the formula set forth in Section 6.01 with credit given for service subsequent to his Normal Retirement Date, provided that the maximums as to Credited Service in Section 6.01 above shall not be exceeded in computing the Late Retirement Benefit.

If the Participant retires subsequent to his Normal Retirement Date, the Late Retirement Benefit shall commence on the Participant's Late Retirement Date and shall be payable monthly to him during his lifetime, with a final payment on the first day of the month in which he dies, or according to the terms of the option elected under Section 6.04.

Section 6.04. Options. In lieu of the form of benefit payment specified in Sections 6.01, 6.02, and 6.03 above, the Participant may elect upon written notice to the Merit Board at any time prior to the commencement of his pension benefit to receive the Actuarial Equivalent of the respective benefit under one of the following options, payments to commence under these options at the same time as provided in the respective Sections:

(a) A monthly benefit payable during the Participant's lifetime, and in the event of his death within a period of ten (10) or twenty (20) years after his retirement (the Participant to select the applicable period when he elects this option), the same monthly benefit shall be payable for the remainder of the

selected period to the Beneficiary or Beneficiaries designated by him. A Participant can elect a period other than ten (10) or twenty (20) years, but such period shall in no event exceed twenty (20) years. The Beneficiary or Beneficiaries may elect to have the Commuted Value of the unpaid installments distributed in a lump sum in final satisfaction of the benefit as provided herein.

(b) A monthly pension during the Participant's lifetime in an adjusted level monthly amount with provisions for continuing level monthly payments of a specified percentage equal to fifty percent (50%), sixty-six and two-thirds percent (66-2/3%) or one hundred percent (100%), as selected by the Participant, of such adjusted monthly amount for the lifetime of the Participant's spouse.

The percentage for any survivor annuity and the number of any guaranteed payments selected by the Participant under any Optional Form of Payment shall be limited at the date that benefits commence so that all the rules set forth in Section 6.06 regarding minimum required distribution and incidental death benefits are satisfied.

(c) A lump sum cash settlement, provided that the Participant can demonstrate to the Pension Committee's satisfaction that the Participant meets the following financial adequacy test. The Participant must submit a notarized statement of income and assets demonstrating that continuing income from employment, income from investments and savings, and other sources of income will be equal to or greater than the Participant's after tax salary as a police officer for each of the first three years after retirement.. For purposes of the above test only twenty-fve percent (25%) of a spouse's income and only ten percent (10%) of the equity in real estate will be considered.

Section 6.05. Limitations on Benefits.

(a) All benefits payable under this Plan shall be limited as required by Section 415 of the Internal Revenue Code; Section *415* and the applicable Treasury regulations under Section 415 are herein incorporated by reference and shall supersede any inconsistent provisions in the Plan. Benefit increases resulting from any increase in the limitations of Section 415(b) of the Internal Revenue Code shall be provided to all current and former Participants. The "Limitation Year" referred to in Section 415 of the Internal Revenue Code is the calendar year for this Plan.

(b) The aggregate annual benefit to which a Participant is entitled under all qualified defined benefit pension plans maintained by the Employer, payable as a straight life annuity for the Participant's life, or as an Equivalent Annual Benefit for a benefit payable in any other form, except to the extent otherwise specifically provided herein, shall not exceed the Defined Benefit Dollar Limitation, adjusted as required under subsection (c). For purposes of determining an
Equivalent Annual Benefit, the survivor annuity portion of a benefit that is payable as a qualified joint and survivor annuity within the meaning of Section 417(b) of the Internal Revenue Code shall not be taken into account. The definitions of Defined Benefit Dollar Limitation and Equivalent Annual Benefit are as follows:

(1) Defined Benefit Dollar Limitation_ The "Defined Benefit Dollar Limitation" is one hundred sixty thousand dollars ($160,000), as adjusted, effective January 1 of each year under Section 415(d) of the Internal Revenue Code in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. The Defined Benefit Dollar Limitation shall be determined as of the date benefits commence, and no increase in benefits that have commenced shall be made as a result of cost-of-living increases in the dollar limitation which become effective after the date of commencement, unless the Plan is specifically amended to take such a subsequent increase into account. A limitation as adjusted under Section 415(d) of the Internal Revenue Code will apply to the calendar year for which the adjustment applies, adjusted for years of participation less than ten (10).

(2) Equivalent Annual Benefit. For a form of payment other than a lump sum, the "Equivalent Annual Benefit" shall be the greater of (A) the equivalent annual amount of the straight life annuity payable to the Participant under the Plan computed using the interest rate and mortality table or tabular factor specified in the Plan for purposes of determining an Actuarially Equivalent benefit payable in the particular form of benefit or (B) the equivalent annual amount of the straight life annuity that bas the same actuarial present value as the particular form of benefit, computed using a five percent (5%) interest rate assumption and the mortality table described in regulations under Internal Revenue Code Section 415 (which currently is the mortality table described in Treasury Regulation Section 1 .41 7(e)-1(d)(2)).

If the Plan offers a lump sum option, then beginning January 1, 2006, the Equivalent Annual Benefit for a lump sum distribution shall be the greatest of the following: (A) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using the interest rate and mortality table specified by Section 417(e) of the Internal Revenue Code, (B) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using a five and one-half percent (5-112%) interest rate and the mortality table described in regulations

under Internal Revenue Code Section 415 (which currently is the mortality table described in Treasury Regulation Section 1.417(e)-1(d)(2)), or (C) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable using the applicable interest rate and mortality table under Section 415 of the Internal Revenue Code divided by one and five-hundredths (1.05) (which are currently the applicable interest rate and mortality table specified in Treasury Regulation Section 1.417(e)-1(d)). For lump sum distributions which have annuity starting dates that occur in 2004 or 2005, except as provided in Section 101(d)(3) of the Pension Funding Equity Act of 2004, the Equivalent Annual Benefit is the greater of (A) the annual amount of the straight life annuity that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table or tabular factor specified in the Plan for Actuarially Equivalent benefits or (B) the equivalent annual amount of the straight life annuity that has the same actuarial present value as the particular form of benefit payable, computed using a five and one-half percent (5-1/2%) interest rate assumption and the mortality table specified in section 417(e) of the Internal Revenue Code.

(c) Adjustment to the Defined Benefit Dollar Limitation shall be as follows, except in the case of disability retirement benefits:

If the Participant has fewer than ten (10) years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is ten (10). The portion of a year of participation is determined using the same method that is used to determine a fractional year of Credited Service.

Note: Since there is no late retirement factor, there is no increase factor applied to the Defined Benefit Dollar Limitation at age 65.

(d) Benefits for Participants whose benefits commenced prior to January 1, 2000, shall be limited to the extent necessary to comply with the combination of plans limit under Section 4.15(e) of the Internal Revenue Code.

Section 6.06. Age 70-1/2 and Other Distribution Rules. Distributions shall be made in accordance with Section 401(a)(9) of the Internal Revenue Code and Treasury Regulations 1.401 (a)(9)-2 through 1.401 (a)(9)-9, which are herein incorporated by reference. The incidental death benefit requirement of Section 401(a)(9)(G) is reflect in Section 6.06(c). The requirements of this Section 6.06 will take precedence over any inconsistent provisions of the Plan.

(a) Time and Manner of Distribution. Any form of payment must be designed at date of commencement so that it will comply with the rules of this Section when the Participant attains the age of seventy and one-half (70-1/2) years and thereafter. However, nothing in the Treasury regulations or the other provisions of this Section shall be interpreted to allow a Participant to change a form of payment once it has commenced or to provide a form of payment not otherwise available under the Plan (unless required to comply with Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder). The applicable rules are as follows:

(1) Distribution to a Living Participant:

(A) Distribution to a living Participant must begin not later than the required beginning date. For purposes of this Section, "required beginning date" shall mean the later of April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2) or April 1 of the calendar year following the calendar year in which the Participant retires.

(B) If a lump sum is available under the Plan and if the Participant elects a lump sum distribution of his entire vested benefit, then the portion of the single sum distribution that represents the required minimum distribution is not eligible for rollover. If the lump sum distribution is being made in the calendar year containing the required beginning date, and the required minimum distribution for the Participant's first distribution calendar year has not been distributed, then the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second distribution calendar years is not eligible for rollover.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

(A) -If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later. However, if the Plan provides a lump sum option to Beneficiaries, then payment of the death benefit shall comply with this Section if the benefit is paid in full not

later than December 31 of the calendar year containing the fifth (5th) anniversary of the death of the Participant.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. However, if the Plan provides a lump sum option to Beneficiaries, then payment of the death benefit shall comply with this Section if the benefit is paid in full not later than December 31 of the calendar year containing the fifth (5th) anniversary of the death of the Participant.

(C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (a)(2), other than subparagraph (a)(2)(A), will apply as if the surviving spouse were the Participant.

(E) For purposes of this Section, if death benefits are to be paid to a Beneficiary who is a child until the child reaches the age of majority and then any remaining death benefits are to be paid to the Participant's surviving spouse, the amount of payments to the child shall be treated as if the payments were being made to the surviving spouse.

For purposes of this subsection (a)(2), distributions are considered to begin on the Participant's required beginning date (or, if Section 6.06 (a)(2)(D) applies, the date distributions are required to begin to the surviving spouse under Section 6.06 (a)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 6.06 (a)(2)(A)), the date distributions are Considered to begin is the date distributions actually commence.

(b) Determination of Amount to be Distributed Each Year. lithe Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(1) the annuity distributions shall be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period shall be over a life (or lives) or over a period certain not longer than the period described in the table under Section I _401 (a)(9) of the Treasury Regulations;

(3) once payments have begun over a period certain, the period certain shall not be changed even if the period certain is shorter than the maximum permitted.

(c) Incidental Death Benefit Rule for Distributions that Commence During the Participant's Lifetime. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations.

Section 6.07. Cost of Living Adjustments to Retirees.

A Participant who retired as of an Early Retirement Date, Normal Retirement Date or Late Retirement Date, who has attained age fifty-five (55) as of July 1 of the Calendar Year in which monthly benefits are increased (hereinafter the payment Calendar Year), and who is in pay status as of the last day of the preceding Calendar Year shall be eligible for a cost of living adjustment, as provided in this Section. Such cost of living adjustment shall not apply to any severance or disability benefits payable under Article VII or to any death benefits payable under Article VIII. However, any death benefit payable under Article VIII after retirement shall be based on the monthly benefit payable to the Participant for the month immediately preceding his date of death.

The cost of living adjustment for *a* payment Calendar Year shall be a percentage increase in the eligible retiree's monthly benefit paid during the last month of the preceding Calendar Year. The percentage increase shall equal the percentage increase, if any, in the average of the Consumer Price Index (United States city average) prepared by the United States Department of Labor for the first three (3) months of the payment Calendar Year over the average for the same three (3) months of the preceding Calendar Year.

However, the annual percentage increase shall not exceed three percent (3%). No cost of living adjustment shall be made after the increases made pursuant to this Section total one hundred percent (100%) of the Participant's monthly retirement benefit payable prior to the application of this Section.

The cost of living adjustment for a payment Calendar Year shall be effective in July of the payment Calendar Year through June of the next Calendar Year.

Section 6.08. Direct Rollovers.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Definitions.

(1) An "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; *any* distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) An "Eligible Retirement Plan" means an (i) individual retirement account described in Sections 408(a) or 408A of the Internal Revenue Code, (ii) an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, (iii) an annuity plan described in Section 403(a) of the Internal Revenue Code, (iv) a qualified trust described in Section 401(a) of the Internal Revenue Code that accepts the Distributee's Eligible Rollover Distribution, (v) an annuity contract described in Section 403(b) of the Internal Revenue Code and (vi) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. All definitions of "Eligible Retirement Plan" shall apply in the case of a distribution to a spouse or surviving spouse, or to a former spouse. Effective for distributions after December 31, 2007, definitions (i) and (ii) shall apply to a designated Beneficiary who is not the Participant's spouse.

(3) A "Distributee" includes: (i) an Employee, (ii) former Employee, (iii) the Employee or former Employee's surviving spouse, and (iv) effective for distributions after December 31, 2007, the Employee or former Employee's designated Beneficiary.

(4) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Payments to a designated. Beneficiary who is not The Participant's spouse are not subject to Section 401(a)(31) of the Internal Revenue Code, but shall be subject to applicable withholding rules.

ARTICLE VII

SEVERANCE AND DISABILITY BENEFITS

Section 7.01. Severance Benefits.

(a) In the event of severance of a Participant's employment with the Employer for reasons other than death, retirement or disability, and after completion of at least five (5) years of Credited Service, he shall be entitled to receive either (1) or (2) below, at his option:

(1) A lump sum payment which shall consist of the Net Amount of Contributions as of the date of severance. Such payment shall be made within ninety (90) days after his severance date (or within ninety (90) days after the date his application is received by the Merit Board, if later).

(2) A monthly benefit with payments commencing at age fifty (50) equal to the amount of benefit earned by the Participant *as* of his date of severance times the percentage set forth in the following table:

Credited Service At Severance	Vested Percentage Of Earned Benefit
Less than 5	0%
5 but less than 6	25%
6 but less than 7	30%
7 but less than 8	35%
8 but less than 9	40%
9 but less than 10	45%
10 but less than 11	50%
11 but less than 12	55%
12 but less than 13	60%
13 but less than 14	65%
14 but less than 15	70%
15 but less than 16	75%
16 but less than 17	80%
17 but less than 18	85%
18 but less than 19	90%
19 but less than 20	95%
20 or more	100%

The severed Participant shall elect the benefit under this subsection (a)(2) within thirty (30) days after receiving his severance benefit application from the Merit Board. A former Participant who elects the benefit under this subsection (a)(2) must notify the Merit Board of his then current address when such individual attains his commencement date so that benefit payments may commence there after_ Failure to so notify the Merit Board within five (5) years following the commencement date shall cause the benefit described herein to be forfeited.

Notwithstanding the foregoing provisions of this subsection (a), a Participant who severs his employment with the Employer and who was credited with twenty (20) years of Credited Service shall be considered to have retired on an Early Retirement Date and shall be entitled to the retirement benefit described in Section 6.02.

Notwithstanding the foregoing, the Severance Benefit payable to a Disabled Participant who recovers from his Disability and has completed at least five (5) years of Credited Service shall be the benefit described in subsection (a)(2) above as provided in Section 7.02(b).

(b) A Participant whose employment with the Employer severs for reasons other than death, retirement or disability and who, as of his date of severance, has not completed five (5) years of Credited Service, shall be entitled to the payment as set forth in subsection (a)(1) above.

(c) In the event that the employment of a Participant, otherwise eligible for the benefit described in subsection (a)(2) above, is severed due to said Participant's dishonesty or misconduct which relates to his employment with the Employer or due to said Participant's conviction of a felony, the Merit Board, at any time prior to the applicability of Section 11.02, shall have the power to cause the Participant to forfeit the benefit for which he would otherwise be eligible, except a return of his Net Amount of Contributions. The Merit Board shall apply this power in a nondiscriminatory and uniform manner to all Participants in similar circumstances

Section 7.02. Disability Retirement Benefits.

(a) If a Participant's employment with the Employer severs as of a Disability Retirement Date and the Participant has not started to receive any other benefit under this Plan, such Participant shall be entitled to a Disability Retirement Benefit commencing as of his Disability Retirement Date. The Disability Retirement Benefit shall be a monthly benefit based on a formula adopted by the Merit Board and shall not exceed the Participant's projected Normal Retirement Benefit determined *as* of the last date such Participant *is* included on the payroll of the Employer in accordance with the provisions of Section 6.01 based on his Final Average Monthly Salary *as* of such date and Credited Service projected to his Normal Retirement Date. Such pension shall be payable monthly but only so long as or until the aggregate amount of monthly payments equals the Participant's Net Amount of Contributions as of the last date he is included on the payroll of the Employer. As of the date such aggregate amount of monthly payments equals the Participant's Net Amount of Contributions, the benefits shall cease. Notwithstanding the foregoing, a Participant who is eligible for a benefit as of a Disability Retirement Date may elect a lump sum payment of his Net Amount of Contributions as of the last date such Participant is included on the payroll of the Employer in lieu of the monthly benefit provided in this subsection (a).

Disabled Participants shall be allowed to have minimal income as a result of employment outside the Department without penalty. If the Participant's earned income exceeds the minimum set by the Merit Board, the amount of the Disability Retirement Benefit under this Plan shall be reduced, pursuant to guidelines adopted by the Board.

(b) In the event a Disabled Participant who is eligible for the benefit described in this Section 7.02 later recovers from his Disability, his Disability Retirement Benefit shall cease as of his date of recovery. The Participant shall be entitled to his Severance Benefit, if any, pursuant to the provisions of Section 7.01(a)(1) if he has completed less than five (5) years of Credited Service and pursuant to Section 7.01(a)(2) if he has completed five (5) or more years of Credited Service. The Severance Benefit shall be determined as though he had severed his employment with the Employer *as* of the last day he is included on the payroll of the Employer. The payments of the Severance Benefit for a Participant with at least five (5) years of Credited Service shall be deferred as provided in Section 7.01(a)(2). However, notwithstanding the provisions of Section 7.01(a)(2), once the Severance Benefit payable to a Participant who has recovered from Disability commences, it shall only be payable in a monthly benefit during his lifetime with a final payment on the last day of the month in which he dies, *as* described in Section 6.01. The options available under Section 6.04 shall not be available to a Participant who has recovered from Disability. The Severance Benefit shall be payable regardless of whether the Participant returns to the active employment of the Employer and shall not be reduced for Disability Retirement Benefit payments that he has received.

(c) The Disability Retirement Benefit payable under this Section 7.02 is in addition to the disability benefit provided to any Participant under the Lake County Police Benefit Plan.

ARTICLE VIII

DEATH BENEFITS

Section 8.01. Death Benefits After Retirement. If a Participant dies alter retirement benefits have commenced, the death benefit shall be in accordance with the provisions of the form of benefit paid under Article VI at the time of retirement. If at the time of the death of a Beneficiary receiving a benefit in accordance with Section 6.04 the aggregate payments to the Pensioner and the Beneficiary do not equal or exceed the Participant's Net Amount of Contributions, then the difference between such aggregate and the Net Amount of Contributions shall be paid to such Beneficiary's estate in a lump sum. Any lump sum provided under tbis Section shall be paid within one year after the date of the Participant's death.

Section 8.02. Death Benefits Before Retirement. In the event a Participant dies prior to the commencement of any benefit from this Plan, a death benefit shall be payable in accordance with subsection (a) and (b) as follows:

(a) If a married or unmarried Participant dies while employed by the Employer or after severance from employment for any reason, but prior to the commencement of any benefit from this Plan, his designated Beneficiary shall be entitled to receive a death benefit which shall be a lump sum equal to his Net Amount of Contributions at time of death. The death benefit provided under this subsection shall be paid within, one year after the date of the Participant's death.

(b) In addition to the amount payable under subsection (a), if a married Participant who has a vested benefit in the Plan dies while employed by the Employer or after severance from employment, for any reason, but prior to the commencement of any benefit from this Plan, his surviving spouse shall be entitled to elect (i) a lump sum benefit described in this subsection (b) or (ii) a monthly survivor benefit payable in accordance with this subsection (b) for the remaining lifetime of such surviving spouse.

Monthly Survivor Benefit

If the Participant had satisfied the requirements for Early Retirement at the date of his death, then such monthly survivor benefit shall commence as of the first day of the month following his date of death, unless the spouse elects a later commencement date. However, such later commencement date may not be later than the Participant's Normal Retirement Date. The amount of the death benefit shall be equal to the survivor annuity that would have been payable if the Participant had severed employment and immediately prior to his date of death had commenced receipt of his retirement benefits in the form of an Actuarially Equivalent one hundred percent (100%) joint and survivor annuity with adjusted level monthly payments to the Participant during his lifetime and continued monthly payments in the same amount for the lifetime of his surviving spouse.

If the Participant had not satisfied the requirements for Early Retirement under the Plan at the date of his death, the payment of benefits to the surviving spouse shall commence on the date specified by the spouse, provided the date is not earlier than the Participant's Early Retirement

Date and is not later than the Participant's Normal Retirement Date. The amount of benefit is calculated assuming the Participant had (i) severed employment with the Employer on the earlier of the Participant's actual severance from employment or the date of the Participant's death, (ii) survived to the date of commencement of the death benefit elected

by the surviving spouse, (iii) commenced receipt of his deferred vested Severance Benefit as of his Early Retirement Age or his Normal Retirement Age, depending on the commencement date elected by his surviving spouse, in the form of an Actuarial Equivalent one hundred percent (100%) joint and survivor annuity with adjusted level monthly payments to the Participant during his lifetime and continued monthly payments in the same amount for the lifetime of his surviving spouse, and (iv) died on the day after the commencement date elected by his surviving spouse.

Lump Sum Benefit

For purposes of this subsection, "Lump Sum Value" is the Actuarial Equivalent (based on forms of payment other than lump sums for Beneficiaries under Section 2.01(a)(1)) of the Participant's "monthly survivor benefit" as described in the preceding paragraphs of this Section 8.02(b). The death benefit provided under this subsection shall be paid within one year after the date of the Participant's death.

(c) In addition to the amount payable under subsection (a), if an unmarried Participant who has a vested benefit in the Plan dies while employed by the Employer or after severance of employment, for any reason, but prior to the commencement of any benefit from this Plan, a death benefit shall be payable as provided in this subsection (c). The Lump Sum Value of the Participant's benefit shall be paid to his Beneficiary. For purposes of this subsection, the following rules apply:

- If the Participant has not yet satisfied the requirements for Early Retirement or Normal Retirement, "Lump Sum Value" means eighty percent (80%) of the Actuarial Equivalent (based on forms of payment other than lump sums for Participants under Section 2.01(a)(1)) of the Participant's vested monthly benefit payable under Section 6.01 at Normal Retirement Date.

- If the Participant has satisfied the requirements for Early Retirement or Normal Retirement, "Lump Sum Value" means eighty percent (80%) of the Actuarial Equivalent (based on forms of payment other than lump sums for Participants under Section 2.01(a)(1)) of the Participant's monthly benefit payable under Section 6.01, 6.02 or 6.03 that would have been paid if the Participant had retired on his date of death.

The death benefit provided under this subsection shall be paid within one year after the date of the Participant's death.

A R T I C L E I X

ADMINISTRATION

Section 9.01. Pension Committee. The Merit Board shall act as an administrative committee in making decisions regarding the benefits of any Participant or Beneficiary. The Merit Board shall also interpret and construe the terms of the Plan during its operation. All decisions of the Merit Board shall be binding upon all Participants or Beneficiaries.

A Pension Committee will be formed and will operate as a part of the Plan as set forth in the following paragraphs.

The Pension Committee will consist of the following members: The Sheriff of Lake County who acts as chairman, four (4) members of the Lake. County Sheriffs Department, one (1) member of the Lake County Sheriffs Merit Board and one other individual preferably having some background and/or experience with pension matters and/or insurance.

The members of the Pension Committee will be chosen or selected *as* follows: The Sheriff of Lake County is automatically a member. One of the four (4) members from the Lake County Sheriffs Department will be selected by the Sheriff. A second member from the Lake County Sheriffs Department will be selected by the Merit Board. The member from the Merit Board will be selected by the Merit Board in any manner deemed appropriate by it. An additional member will be chosen by secret ballot by a vote of the four (4) members of the Pension Committee described in the foregoing provisions of this paragraph. A third member from the Lake Sheriffs Department will be selected by the members of the Lake County Police Association Local No. 72 AFL-CIO, and the fourth member from the Lake County Sheriffs Department will be selected by the Fraternal Order of Police Anton Lodge No. 125.

The terms of office of the members of the Pension Committee are as follows: The Sheriff of Lake County will serve as a member until his successor as Sheriff is sworn in as Sheriff and each successor will thereafter so serve. The individual selected from the Lake County Sheriffs Department by the Sheriff will serve for a four year term. The individual selected from the Lake County Sheriffs Department by the Merit Board and the individuals selected from the Lake County Sheriff's Department by the Lake County Police Association Local No. 72 AFL-CIO and the Fraternal Order of Police Anton Lodge No. 125 will serve for two-year terms. The member from the Merit Board will serve for a two-year term. The one other individual member will serve for a three-year term. There is no limitation on the number of terms an individual eligible for membership may serve.

If any member of the Pension Committee should resign or for any other reason fail to serve his full term on the Committee, said member shall be immediately replaced by an individual chosen from the same group and chosen in the same manner as the member being replaced.

All members of the Pension Committee will have one vote and a majority vote is necessary. In case of a tie, the member from the Merit Board will have one extra vote to break the tie.

Upon the invitation of the Pension Committee, the Trustee and/or the Actuary may attend any meeting of the Pension Committee but neither of such individuals will have voting power.

The Pension Committee may adopt such rules governing its action, appoint such officers, and employ such agents, attorneys, actuaries, and clerical assistants as it may deem necessary. The Pension Committee shall have the power to change from time to time all rules, regulations, and actuarial procedures and tables required in the administration of the Plan. The Pension Committee shall have such powers as may be necessary to discharge its duties hereunder including, but not by way of limitations, the power to construe the Plan and Trust Agreement in its discretion regarding the eligibility for and amount of any benefits due to a Participant or Beneficiary. The Pension Committee's construction thereof shall be final and conclusive if such construction is reasonable and made in good faith, and benefits under this Plan will be paid only if the Pension Committee decides in its discretion that the applicant is entitled to them.

The duties of the Pension Committee are to obtain information, conduct research and recommend policies and/or changes regarding the Plan. The Pension Committee is further authorized to seek information from any source including but not limited to Firstmark Standard Life Insurance Company and/or McCready and Keene, Inc. and such companies are authorized to release information to the Pension Committee.

Meetings of the Pension Committee are to be held at times designated by its chairman.

Section 9.02. Qualified Domestic Relations Orders. This Plan, as a governmental plan, is not required to comply with Section 414(p) of the Internal Revenue and may not, under Indiana law except as proved in Section 10.04, assign or transfer a Participant's benefits to another person prior to actual payment. Therefore, this Plan is not subject to domestic relations orders. If the Committee receives a domestic relations order, it shall notify the Participant and alternate payee accordingly.

A R T I C L E X

FUNDING THE PLAN

Section 10.01. Employer Contributions. The Employer intends to contribute to the Plan each year such amounts as may be required to operate the Plan on a sound actuarial basis including the expenses in connection with the operation and administration of the Plan. In order to determine the amounts required for this purpose, the Employer shall engage the services of an Actuary. Contributions by the Employer shall be provided in the general appropriation to the Employer by the County Council.

Any forfeitures arising under this Plan must not be applied to increase the benefits any Participant would otherwise receive under the terms of this Plan. Any such forfeitures shall be applied as soon as possible to reduce Employer contributions under this Plan.

Section 10.02. Participant Contributions. Each Participant shall be required to contribute an amount equal to four percent (4%) of his monthly salary; provided, however, that a Participant shall cease making such contributions upon attaining his sixtieth (60th) birthday, unless the Participant is permitted to continue his employment in accordance with Section 5.03, in which event the Participant shall cease making contributions on the earlier of (a) the date he completes twenty (20) years of Credited Service, or (b) the date his Credited Service ends under the terms of the Plan. Money so contributed shall be deducted from each pay check of the Participant and transferred by the Employer to the Trustee to become part of the Trust fund as described herein.

In the event of a Participant's retirement as of an Early Retirement Date, Normal Retirement Date, or Late Retirement Date, such Participant may elect to receive a lump sum equal to his Net Amount of Contributions at any time after his retirement and prior to the commencement of his monthly benefit. Such lump sum payment shall be made within ninety (90) days after the later of his severance from employment or the date his application is received by the Merit Board. In the event a Participant elects such lump sum payment, a Participant's Net Amount of Contributions shall be converted into a life annuity on an Actuarially Equivalent basis and his monthly retirement benefit payable under Article VI shall be reduced by the monthly amount of such life annuity. The conversion shall be based on the interest rate described in Section 2.01(a) used to determine Actuarially Equivalent lump sums. Specifically, this means that the Actuarially Equivalent life annuity shall be that annuity which has a lump sum value as of the determination date equal to the Participant's Net Amount of Contributions as of the determination date.

Section 10.03. Trustee. The contributions shall be deposited with the Trustee to provide the benefits and to pay the expenses of the administration of the Plan.

Section 10.04. **Nondiversion** and Exclusive Benefit.

(a) Prior to the satisfaction of all liabilities for expenses and benefits under the Plan except as provided in subsection (b), no part of the corpus or of the income of the Trust Fund shall be used for or diverted to any purpose not for the exclusive benefit of Participants, their Beneficiaries, and retired Participants and their Beneficiaries. The right to any interest in the Trust Fund, or any part of the corpus, or income, or assets thereof is limited for any Participant, his Beneficiary, or any other person to the extent expressly provided in the Plan.

(b) A former Participant, other than a former Sheriff, who is receiving a disability benefit pursuant to Section 7.02 or a Normal Retirement Benefit may authorize the Trustee to pay a portion of his disability benefit or Normal Retirement Benefit to an insurance provider for payment of a premium on a policy of insurance for accident coverage, health coverage, or qualified long-term care coverage (as defined in Section 7702B(b) of the Internal Revenue Code). Such insurance policy may only benefit the Participant, his spouse, or his dependents as defined in Section 152 of the Internal Revenue Code. Payment of premiums under this subsection (b) is limited to insurance programs sponsored by the Employer. The Participant's distribution from this Plan shall be reduced by the amount of the premium, and the premium shall be paid directly to the provider of the accident or health plan or qualified long-term care insurance contract. This subsection (b) shall not apply to any former Participant who held the office of Sheriff on or after July 1, 2007.

A R T I C L E X I

AMENDMENT AND TERMINATION

Section 11.01. Amendment. The Employer reserves the right to amend this Plan, with the approval of the Merit Board and the county fiscal body. A retroactive amendment may not reduce or diminish any benefits to the extent protected by Indiana law.

Section 11.02. Suspension or Termination of the Plan. The Employer reserves the right to terminate this Plan at any time by appropriate action. As of the termination of the Plan for whatever reason or the complete discontinuance of Employer contributions, all rights of the Participants under the Plan shall be nonforfeitable to the extent then funded.

The temporary suspension of Employer contributions to the Plan shall not act as a discontinuance of such contributions during such time as the following two conditions are met: (1) the benefits to be paid or made available under the Plan are not affected at any time by the suspension., and (2) the unfunded past service cost at any time (including any unfunded prior normal cost and unfunded interest on any unfunded cost) does not exceed the unfunded past service cost as of the date of establishment of the Plan, plus any additional past service or supplemental cost added by amendment.

If any suspension of Employer contributions to the Plan shall not be followed by the resumption thereof, the date of termination shall be deemed, for purposes of determining the rights of the Participants, to be the date when this suspension first became effective. As of such date of termination, all rights of the Participants under the Plan shall be nonforfeitable to the extent then funded.

Notwithstanding the foregoing provisions of this Section 11.02, in. the event that the Employer shall fail to make the minimum contribution determined by the Actuary to prevent deterioration in the actuarial status of the Trust Fund for three (3) consecutive years, the Plan shall terminate and the Trust Fund shall terminate and be liquidated in accordance with the following Section 11.01

Section 11.03. Effect of Termination. Upon termination of the Plan, all expenses in connection with the Trust shall be paid, and_ thereafter the assets of the Trust Fund shall be allocated in the following order of priorities:

(a) To all pensioners an amount proportionate to but not in excess of that amount sufficient to continue their pension for the remainder of their lives.

(b) To all Participants an amount equal to their Net Amount of Contributions as determined on the date of termination of the Plan.

(c) The remaining funds, if any, to be distributed on a prorata basis to all Participants in proportion to the total Net Amount of Contributions for each Participant.

After the Trustee has received a determination letter from the Internal Revenue Service approving the allocations under this Section, the Merit Board shall determine the method in which the amount allocated to each party shall be paid from the Trust Fund.

ARTICLE XII

LIABILITIES

. **Section 12.01. Liabilities.** Payment of benefits hereunder shall be made solely from the Trust Fund. The Sheriffs Department, the Merit Board or the County Council shall not be liable for the payment of any benefits to a Participant, his designated Beneficiary, or any other person.

Neither the Sheriffs Department nor any of its employees shall be liable for the payment of any benefit to a Participant or his designated Beneficiary or any other person, for the payment of any contributions to the Plan or Trust, or for any action taken or not taken by the Merit Board or agents appointed by the Merit Board in connection with the administration of this Plan.

A R T I C L E X I I I

GENERAL PROVISIONS

Section 13.01. **Limitation of Rights and Obligations.** Participation in the Plan shall not be construed as an agreement, consideration or inducement of employment or as affecting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Employee to continue or sever the employment relationship at any time.

Section 13.02. Restriction Against Claims and Assignments. In accordance with the applicable state laws, none of the benefits or rights of any Participant or any Beneficiary hereunder shall be subject to the claim of *any* creditor of any such person nor subject to attachment or garnishment or any other legal process by any such creditor, nor shall any Participant or Beneficiary have the right to assign, encumber, pledge, transfer, or in any way anticipate any of his or her benefits or rights hereunder.

Section 13.03. Internal Revenue Service Approval. In the event that within a reasonable time after submission, the Internal Revenue Service shall fail or refuse to approve the restated Plan, the Employer may amend the Plan to the extent necessary to secure such approval, or may withdraw such request for approval. If the restated Plan does not receive approval from the Internal Revenue Service, this restated Plan shall be null and void, and the Plan shall continue to be administered and held in accordance with the provisions of the Plan in effect prior to the adoption of such restatement.

ARTICLE XIV

Section 14.01. Top-Heavy Rules Not Applicable to Government Plans. The rules contained in Section 416 of the Internal Revenue Code regarding top-heavy rules are inapplicable to this Plan because it is maintained by a government entity and none of its Participants can ever be "key employees" within the meaning of Section 416 of the Internal Revenue Code.

IN WITNESS of its adoption of the foregoing Plan, the Employer has caused its name to be hereunto subscribed by its authorized officer on this ___ day of _____, 20___.

LAKE COUNTY SHERIFF'S DEPARTMENT

By_____

Approved and ratified at a meeting of the Lake County Sheriff's Merit Board on the _____ day of _____, 20____.

LAKE COUNTY SHERIFF'S MERIT BOARD

By_____

Approved and ratified at a meeting of the County Council of Lake County on the 8th day of December, 2009.

COUNTY COUNCIL OF LAKE COUNTY

By Larry Blanchard

Over 75 Years of Professional Service
McCready and Keene, Inc.

March 18, 2009
Sheriff Rogelio Dominguez
Lake County Sheriff's Department 2293 N. Main Street
Crown Point, IN 46307

Re: Restatement of Lake County Police Retirement Plan

Dear Sheriff:

The Internal Revenue Service ("IRS") has established a cycle for restating qualified plans to comply with recent law changes and the enclosed restatement has been sent in draft form to the IRS for approval. A copy of that mailing was forwarded to you in December 2008.

The enclosed copies of the restatement are for you, the Merit Board, and the County Council to review and approve. Note that the restatement must be adopted by December 31. 2009. Once approved, please return three copies to our office, forward one copy to the Council, one to the Merit Board and the remaining copy is for your records.

Also enclosed is a description of the changes included in the restated Plan. If you have any questions about the changes or would like a different approach for the changes that are not required, please contact me.

If you would like me to present the restatement to your Merit Board and/or County Council, please call me to schedule.

Sincerely,

Elaine A. Beaty Vice President

cc: County Auditor w/ enclosures for County Council Dillts & Associates

DESCRIPTION OF REQUIRED CHANGES IN THE LAKE COUNTY POLICE RETIREMENT PLAN RESTATED EFFECITVE JANUARY 1, 2008

1. The IRS is requiring that all citations to Indiana law be removed and that the reference to "termination of employment" be changed to "severance of employment." We have made those, changes throughout the document.

2. The compensation limit in Section 2.010), the limitations on benefits in Section 6.05, and the requirement to start benefits by age 70Y2 in Section 6.06 have been changed. As a practical matter, none of these changes will affect the benefits payable under your Plan.

3. The provisions in Section 3.01 permitting a participant to stopping required employee contributions and then start -making them again have been deleted. The IRS does not permit stopping and re-starting employee contributions.

4. A new paragraph was added to Section 6.01 regarding how the plan will handle an overpayment of a benefit to a Participant or Beneficiary.

5. The limitation on the period for extending guaranteed monthly payments in Section 6.04 has been replaced by a reference to the limit in Section 6.06. As a practical matter, this required change will not limit the guaranteed period that a participant may elect.

6. Technical changes were made in Section 6.06 in the calculation of benefits payable at age 70-1/2.

7. The provisions of Articles XV & XVI were updated and folded into the preceding articles and then Articles XV & XVI were deleted from the restatement

DESCRIPTION OF CHANGES TO. PLAN DESIGN THAT ARE NOT REQUIRED BY THE IRS

1. If a participant has terminated employment, received a distribution of employee contributions, and is reemployed, Section 3.02 specifies that the repayment may be in cash (on an after-tax basis) or rollover from an IRA. Also, Section 3.02 provides that interest on the repayment is charged from date of severance of employment

2. Section 3.02 provides that if a participant terminates, commences his benefit, and is reemployed, the benefit earned during his reemployment will be reduced by the amount of benefit received. This restatement clarifies the offset method.

3. A definition of "Normal Retirement Age" has been added to Section 5.01.

4. Only benefits paid in a lump sum (i.e. employee contributions and earnings) may be rolled over to another Plan. Please note that Section 6.08 has been revised to provide that rollovers may be made to a Roth IRA beginning January 1, 2008, subject to adjusted gross income limits until year 2010. In addition, we have amended Section 6.08 of your plan to reflect that non-spouse beneficiaries may roll over death benefits to an IRA BEGINNING January 1, 2008..

5. Section 10.04(b) has been added to permit participants to elect to apply a portion of their retirement benefit to health insurance preminums in accordance with Indiana Code.

In the Matter of Resolution Overriding the Commissioner's Veto of Resolution No. 09-99 In Support of Conducting a Study Regarding the Feasibility of Consolidating All Lake Superior Courts at the Lake County Government Complex in Crown Point, Indiana.

Bilski said that we definitely don't have enough votes to override the Commissioner's veto, but if I could speak on this. The intent for this was not to remove or cause any economic harm to any downtown area, be it Hammond, East Chicago, or Gary. It was merely to get the cost that it would take to facilitate the courts here, a study of the true savings that was not established by the Maximus study. I think we're going to be at the point as we spoke about the vacation schedules, I think that doesn't amount to a whole lot compared to what the potential cost is of these other items.

Blanchard said it does no good to override. You can't force the Commissioners to do something with a resolution anyway.

NO ACTION TAKEN.

In the Matter of Resolution Permitting the Lake County Sheriff to pay a 2008 invoice with 2009 funds – 001-0500-42230 Clothing in the amount of $1,345.40.

Cid made a motion, seconded by Prince to approve. All voted "Yes", except Franklin, "absent". Motion to approve carried 6-yes, 1-absent.

RESOLUTION NO. 09-100

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2008 have not been paid:

001-0500-42230	Clothing
Star Uniform	$ 1,345.40

WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay
from its 2009 Budget the following invoices/debts incurred in the calendar year 2008
as follows:

001-0500-42230	Clothing
Star Uniform	$ 1,345.40

SO RESOLVED THIS 8TH DAY OF DECEMBER, 2009.

LARRY BLANCHARD, President

CHRISTINE CID ERNIE DILLON
THOMAS O'DONNELL TED F. BILSKI

JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Ordinance Amending Ord 1258H Establishing Fees for Internet Access to Lake County Court Records – Second Reading.

O'Donnell made a motion, seconded by Prince to defer to 1-12-10. All voted "Yes" to defer. Motion to defer carried 7-0.

In the Matter of Overriding Commissioner's Veto of Ordinance No. 1317B – Holiday Schedule for 2010.

Bilski made a motion, seconded by Dillon to override the Commissioner's Veto of Ordinance # 1317B.

Bilski said it is my firm belief that there is no additional day here. Christmas falls on a Saturday, that following Monday if we observe this as a holiday, those folks would be paid whether they are here working, or at home, so there is no, in my opinion, real loss there. Bilski also added that this a one-time, one-deal shot. "Next year is a whole other day, a whole other ballgame."

All voted "Yes" to override the veto, except O'Donnell, and Blanchard, "No". Franklin was "absent". Motion failed 4-yes, 2-no, and 1-absent.

Attorney Szarmach said you need 5 votes to override a veto.

Franklin made a motion, seconded by Cid to reconsider the matter of overriding the Commissioner's Veto of Ordinance # 1317B. All voted "Yes". Motion to reconsider carried 7-0.

Bilski made a motion, seconded by Franklin to override the Commissioner's Veto of Ordinance # 1317B – Holiday Schedule for 2010.

Franklin said that every year since I've been on the Council, we have debated and second guess, and gave our employees nothing. So what we do is, it seems like a punishing match. When they get just a little glimmer of hope, then we snatch it back. I have a problem with that. They come here and they put in the hours and the time that is required of them as employees, and nowhere in this Country that comes to some point, that people don't reward their staff. We don't. We gave them a pension, and we took that back. Now we give them, and the myth about all of these holidays. That is not true that our employees get all of these holidays. Anytime you hear from somebody, the days go up. Well, that's not true. They gave up one day for a holiday. I just think that, in lieu of a raise, that we should…, first of all, we said that we were going to give them a paid holiday. Saturday for our employees is not a work day, so to be fair to them, we are asking to do it on Monday. That would be their holiday. And most people, not just in County Government, private industry, you have so many absentees, the day after Thanksgiving, and Christmas. People travel out of town, they don't come back, it's almost as if nobody is at work. I don't think it would kill us to do this on Monday. They could cut the lights off, cut the heat down, and I would save on energy costs. For that reason, I support overriding the Commissioner's Veto.

Prince said seeing that I was the one who actually made the original motion, and if I recall correctly, I was prompted to amend the motion to include this particular holiday, doing so, I just assumed that it was the general consensus of this body to go ahead and extend that holiday, one day, I didn't think it would make a whole lot of difference. Councilman Bilski took the liberty to actually detail the particular savings. Having said all of that, I think the people who had some concern about us extending the day, that additional day, do so with a particular amount of merit, and looking forward to next year, as we approach this particular issue, or just the budget, and our ability to provide services in general. I think this issue and others, such as the sick and personal days are definitely open for discussion, and keeping in accordance with what our primary responsibility is, and that is to provide the revenue necessary to provide the services at the most economical, or with the most, economical, in the most economical fashion. I think the colleagues who vote on this do so with a great degree of confidence and just responsibility in knowing that we continue to have a revenue problem, and I certainly would be one to suggest and research, and even entertain the exploration or our authority to adjust certain days, even further, after today. I'm going to vote on this one today, as I said, I initiated the motion, and I'm going to stick with it, but I think it certainly wouldn't be out of the way, January 1st to continue this debate, look for other ways to cut back the expense of providing the services.

Bilski said I know I spoke on this earlier, but again, no real revenue loss for 2010 where these days were figured in there. I agree with Councilman Prince, looking into 2011 with our shortfalls because that's something that we're going to have to go to these employees and say, "yes there is going to be a reduction of this". You might receive this day off, unfortunately it's going to be an unpaid leave of absence. You see furlough days popping up all over the place. That is something that is going to have to be considered, and nothing is taken off the table by this action today; however, we are balanced for going into 2010, I think this, and personally, my opinion, it's just the right darn thing to do. It's no financial gain, I'm sure they

would rather see a pay raise, they would rather see some kind of increase in their revenue, but it's better than nothing.

O'Donnell said I don't want to beat a dead horse, but, I guess the problem that I have generally is the plight of the county worker, or the government worker that says, you know, "woe it's me", when if you look at these holidays, of the 13 that are on this ordinance, private industry does not celebrate many of them okay. Then when you add into that our very lucrative personal days, and Blanchard several years ago was wise enough and forward thinking enough, to limit vacation time because it capped out at 6 weeks, now I think it caps out at 5 weeks, but now with these furlough days that some departments are using, there are going to be employees, if they totally took advantage of every day off that they could, they would be off for about 16 weeks next year, including furlough days, now those are unpaid days. So, I mean if you just figure the 12 plus the 13 is 25, that's 5 weeks, then if they got 6 weeks vacation, that's 11, and some of these furloughed people are off for 4 or 5 weeks more, so they're going to be at 15 or 16 weeks. I remember when I was a kid how excited certain kids dads would be when they worked at Inland Steel in the old days you used to get every 20 years, or whatever, you get 13 weeks off at a time, and they would all happy as clams, but those days are gone too, they don't do it anymore either. So it's a pre-aggressive policy, which we've all kept in place, and so I guess I'm kind of saying, yea the "dough" is not great, insurance is wonderful, and the benefits are pretty good, so I'm not saying quit complaining, I guess I am saying that. And I don't mean us, I mean everybody else, so it's a pretty good gig, if you can get it.

Bilski said I think it's kind of unfair to compare private industry to public service. The folks that are performing work in public service, professionals, the wage-rate isn't there, and I think 90% of the folks here would gladly, and I can speak for the Highway department folks too, would gladly make what a CDL driver is making in the private sector compared to what they are making here, and give up the paid holidays, unfortunately over time, we've never made those adjustments to their salary, we've given these extended benefits, so shame on who.

Cid said, I agree, you can't compare the two, and this is why government employees are paid lower wages, it's because of the benefits, and they should, when they think about their job and their salary. They should include their benefits, they should look at the whole package, and not just their salaries. For those departments that opted to give furlough days, they opted to do that instead of getting rid of a few bodies, they decided they would all take furlough days. That was their option, so it could have been the other way, they could have gotten rid of a few employees, and then they wouldn't have furlough days. That's what that department opted for, those people, so I'm for giving the holidays, it's the same amount of holidays as last year. It's not an increase. I think it's fair, being that the employees haven't been given any extra benefits, or any extra pay in the past several years. I think it's the least we can do.

All voted "Yes", except O'Donnell, and Blanchard, "No". Motion to override the Commissioner's Veto of Ordinance # 1317B carried 5-yes, 2-no.

In the <u>Matter of Ordinance Adopting a Fee in Relation to the Certification of Alcohol Beverage Permits.</u>

O'Donnell said I haven't talked with George about what happened at the study session, that being that we've got a Maximus study going on right now that determines…

Mr. Van Til said that's what I would like to explain, if I could just give an explanation of this.

Mr. Van Til said as you all recall, Dante and many of the Officials, many of the Council people have urged us all year long to look for other revenue sources, and this is just one. When we spent time talking with Maximus, they don't know anything about this. There is nothing they can tell you or me about this, relative to the Alcohol and Tobacco thing. This is something that is fairly new within the last couple of years, and I didn't, and the reason I didn't get a chance to talk in the study session about this, and the reason that I moved this forward was, a couple of things. In one of my meetings with my colleagues, and the Association of Indiana Counties at the State Surveyor' meeting, this issue came up, and they kind of "dogged" me because we weren't charging a fee on this. So looking to bring things forward, I asked my colleagues if they would give me copies of their ordinance. The Hamilton County Surveyor where they are charging $100 dollars, gave us a copy that Cliff looked at, so we put this together right away, and one of the reasons we did is, for instance, Walgreens is moving into liquor now, and 14 of 16 of these things from that big chain, and we've got to go ahead and do the work.

George explained that what it is, we verify, when you want to sell liquor, whether it's in a package, you have to come to us, and I guess you've always had to, but now it's every so many years you have to do that, or when you change your location. We have to verify if the place is where they say the place is, and sometimes we have to send our Surveyor out there sometimes. We've talked to people, both my colleagues, in a half a dozen counties as well as people here locally, they really don't have a problem with this modest fee. The fees were on the State range from $30 dollars, to $100 dollars, and we thought $60 was a reasonable amount. As I indicated, there is nothing really that Maximus can help us with because they're not familiar with this, and frankly, it really slipped my mind to, and when my colleague said here is a revenue source. If we all go to Indianapolis and whine about that we don't have any money, and in terms of what we really need this for, I would remind you that in at least 18 years, since I have been looking at budgets, our administrative budgets on the little things haven't increased in our property-tax based funds.

We constantly, that's a constant push in full. This at $60 dollars would probably generate, we estimated about maybe 90 of these things a year, so we're probably talking, give or take, 5 grand, and that would really be helpful. We could really use this money and we would hope, because we don't want to lose any of these chain operations that are up right now, we would hope that you would go ahead and pass this. This is just from the last couple of years, the records on what we do, and I have to sign these personally too, I can't let some, because it's alcohol, and tobacco, whatever that commission is. So I can't let an employee sign that, so I have to be here for that.
Mr. Van Til said I would really hope that you would give us this chance to have this revenue to replace some of the revenue that we're losing, and the prices that are going up.

Bilski said my concern was, from past practices out here, when we had established fees we got in trouble with some issues with Weights & Measures. I just want to insure that if this fee doesn't exceed the mark maybe that Maximus said. So when you said that you have established the $60 dollar fee based on an average across the State, is it the appropriate fee for us here in Lake County? I'm not much, if we are undercharging, we could always make that adjustment from the Maximus going forward, but we can always make the adjustment, increase the fee if necessary. My concern is what would happen if Maximus says, "Lake County $60 bucks is too much".

Mr. Van Til asked why would they say that? You haven't had conversations with them like I have. They don't give that detail, and the reason I came up with $60 dollars is because it was significantly less than $100 dollars, which and it was more than fair. I thought that was based on my research which is what they basically would ask me. Like I say, I've dealt with them basically throughout…

Bilski said but that is what our concern was, and we wouldn't want to get ourselves involved in any legal action, if in fact, we were overcharging for a service. Our job is to provide a service, and break even. We're prohibited from making money.

Cid said I'm hearing two different things. She is hearing from the Attorney, Cliff that it was based on actual cost, but then I hear that you took an average, so I think we really do need to wait for the Study and see what, and then she asked Attorney Szarmach if the law states that it has to go into a non-reverting fund?

Attorney Szarmach answered it's silent.

Cid said I would like to see it go to the general fund myself.

Attorney Cliff Dugan is in the audience speaking, but it is inaudible.

Cid asked is this something that the Sheriff used to do, or is this something different?

Mr. Van Til answered no, this is a new, the law was changed Statewide, or the law and the regulations, a couple of years ago. You've encouraged us, I did not use the word it is an average. I said that was reasonable, and it's reasonable based on what we have to do and what we think, and as I've talked with Maximus about, in general terms, about all these figures as what the market will bear, and that's when they talked to me. Remember Maximus doesn't even know this exist. They didn't bring it up to me because this is new, and they don't know anything about this, and I didn't bring it up to them because it slipped my mind, so this is not, this is really not any big deal. It's a way, and I strongly suggest that if we do this, if we take these kinds of things and put them into the general fund, then you're not encouraging us to go and look for these sources. We're trying to survive at every one of these offices, with a minimal amount of tax money. I just got done saying it's been 18 years since our tax-based administrative fees have gone up for supplies, and things like that. We need this. I don't want to miss these big chains right now, and Maximus is basically, they're not going to add anything to this. We've studied this, and we feel like this takes care of our costs, and it takes care of what the market will bear, and we're talked to some people about it. I don't really see how this all of a sudden became….

O'Donnell said the concern we've always had with respect to these types of fees is, in most statues say it has to be directly related to the actual cost expended. We used to charge a dollar a page for copies, and they said well it doesn't cost you a dollar a page, it will cost you 10 cents a page, so we charge 10 cents a page. If the 2 lawyers, Cliff and Ray are saying if the ordinance says it's related to the cost, that makes it be related to the cost, then I would not be uncomfortable with just passing this, and starting the dough to come in. It's not like we're talking about something that's going to relieve the national debt here, it's $5,400 dollars.

Mr. Van Til said I would want to charge $100 dollars. That's a reasonable charge, as I discussed with my colleagues in Indianapolis. It's a reasonable charge for the work that we do, but if you want to get technical, there are some people that aren't going to get $100 dollars worth, because some are easier than others, but that's always the way it is. Going back to what I would like to do, in terms of $100 dollars, yes, we can justify that in terms of the work that we do, but I don't think the market will bear that in Lake County, Indiana versus Hamilton County, so that's why, after discussion with Cliff and my colleagues around the State, $60 dollars seems to be a reasonable number, even though; $100 dollars is justifiable, so, I'm not trying to rip anybody off, we're trying to get some extra money.

O'Donnell made a motion, seconded by Bilski to approve on First Reading.

Dillon said I agree with the concept and a way to get money, but in all due respect for Maximus, they are in the middle of doing a fee study, and all of the fees that they are studying, this is part of it, and I'd like to wait and see what their recommendation is, but that's just my opinion.

Mr. Van Til answered, they are not studying this, they don't know about this. They didn't ask for this, they don't know about this.

Cid said more and more we are always looking for ways to find dollars, and more and more we create these non-reverting funds, special for certain departments, and that's why I think, when you see certain departments like, these little Township Assessors who have very little dollars to work with in their general fund, cutting all these employees, and yet you have other larger departments with several employees who get to keep those employees because they have all these special non-reverting funds. If this doesn't have to go into a non-reverting fund, I think it needs to go into the general fund. I don't care how many dollars it is, so it could be shared by the entire county, the general fund, not just a certain department. I think we have enough of these, that's just my opinion.

Blanchard said the Council could consider a passage on the First Reading, and see if you can work out some of the differences here, the considerations for a Second Reading.

Blanchard said I have a couple of questions, and asked does this apply strictly to Uncorporated, or is it all Lake County?

Mr. Van Til answered, all of Lake County.

Blanchard asked, Urban and Suburban.

Mr. Van Til said about 90 applications a year. We're about 60 a year.

O'Donnell said the ordinance says outside of corporate limits.

Blanchard said outside of corporate limits, that's why I asked the question.

Mr. Van Til said I don't know, I thought it was…(inaudible)

Blanchard said my next question would be if I have a bar, and I'm subject to annual renewal of my liquor license, would this also be a charge assessed to an existing…

It was answered depending on what the Commission passes as their administrative rules. (Can't hear the rest because the person is not speaking in the microphone).

Blanchard asked there is approximately 90 renewals, or new in the unincorporated?

The key for us is location, so if you move you Walgreens from one place to another, like they've done in Highland recently, then you would have to, anytime there is a change in location you've got to come to the office, so it's not a yearly renewal, the best we can tell.

All voted "Yes", except Dillon, Cid, and Blanchard, "No". Franklin "abstained". Motion to approve failed 3-yes, 3-no, and 1-abstention. No Action Taken.

In the <u>Matter of Ordinance Establishing the Lake County Part-Time Employees Pay Rate Ordinance for 2010.</u>

Cid made a motion, seconded by Prince to approve on First Reading.

Cid said there was a question at the Study Session regarding one of the CASA part-time Directors' $57/hr fee, but I want to clear that. It is at a maximum of $29,000 a year.

O'Donnell said that Ms. Teagarden assured him that that is accurate also, but what they have is an employee that they anticipate that is going to put whatever it takes to get the job done.

All voted "Yes", except Franklin, "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Cid made a motion, seconded by Dillon to Suspend Rules.
Cid asked Dante about the memo that he sent, and if it was in reference to an issue with the Public Defender, and was that part of this and the part-time ordinance had to reflect that?

Dante answered it was the Juvenile, the Probation Officers.

The Judge is changing some of their full-time folks to part-time folks, and she was told to adjust the hourly rate there. What's going to happen is when you go to part-time is because Probation Officers have to be, they have to parallel, and are dictated by the salary schedule when their time comes up, whenever it comes up, in terms of seniority, or supervisory scales. You are going to have to make constant adjustments to the part-time ordinance to reflect the changes to the salary schedule because of its changes in their longevity, or supervisory skills, or whatever it is, so you're going to have chronic and changes to that part-time salary ordinance because of the Probation Officers.

He said the other issue here, and we brought this up, but it's whether or not she can say to one Probation Officer "you're going to have full benefits, but the part-time Probation Officer, you can't have benefits", so she is going to have an issue there. He said that two issues going on with the Probation Officers, one is constant and chronic part-time changes, and the other one are benefits, benefit issues, so that was my memo.

Blanchard said that's included as part of A2, as well as…

Dante asked is it in there for Probation Officers? If it's not, it's coming.

Blanchard said and the reassessment, part-time is in there as well.

Dante said that's great, that was all done at budgets, but they're not without contingencies. There's extra work in there.

All voted "Yes", except Franklin, "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Cid made a motion, seconded by Dillon to approve on Second Reading.

Blanchard said this goes to the Commissioners for their actions at their 12-16-09 meeting. He would advise a meeting with the Commissioners to have discussion about reassessment salaries for part-time.

All voted "Yes", except Franklin, "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1318A

LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2010

WHEREAS, Lake County employs individuals on a part-time basis in order to provide services to the citizens of Lake County and State of Indiana; and

WHEREAS, the Lake County Council desires to establish a schedule of payment for Lake County part-time employees;

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

SECTION I. A part-time employee is a person who works a portion of the regular daily or monthly schedule, or is not assigned to fill a permanent position created by the Lake County Council, or State or Federal Law.

SECTION II. All part-time employees not covered by the. following list shall be paid a minimum rate of $7.25 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a maximum rate of $8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals, unless otherwise provided.

SECTION III. Notwithstanding Section II, the following apply for part-time and hourly named people, at the discretion of the officeholders:

1.Surveyor (part-time)	$15.00/hr.
2.Calumet/St. John Township Assessor Auditor positions	25.00/hr.
3.St. John Twp. Ass'r. (plat book engr.)	30.00/hr.
4.Co. Ass'r (Board of Appeals)	12.00/hr.
5.Township Assessor/Lake County Assessor Real Estate Deputy	10.00/hr.
6.Hobart Township Assessor Real Estate Field Person	10.00
7. Township Assessors & County Assessors Positions for reassessment duties:	
a. Data Entry Personnel	10.00 - 12.00/hr

b. Field Personnel I 10.00 – 12.00/hr.
Field Personnel II 12.00 - 14.00/hr.
c. Supervisor/Coordinator 13.00 – 15.00/hr.
d. Project Director 15.00 - 17.00/hr.
e. Clerical Personnel 10.00 – 12.00/hr.
f. Photographer 10.00 - 12.00/hr

8. a. Ass't Attys on contract with the Lake County Council, Lake County Board of Commissioners, Superior or County Courts, or any other dept. of County Government (This section does not apply to salaried attorneys hired under a position established by the Lake County Council, or attorneys who contract at a different rate approved by the Lake County Council and the Lake County Board of Commissioners) 90.00/hr.
b. Attorneys for the Lake County Council or Lake County Board of Commissioners, Who are employed as local bond counsel or involved in special litigation for Lake County, Indiana and approved by the Board of Commissioners or County Council 150.00/hr.

9. Co. employed Medical Doctors & Dentists 75.00/hr.

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

11. Health Dept.
a. Clerk 10.00 – 12.75/hr.
b. Special Projects Coordinator 15.00/hr.
c. LHMF Pool & Beach Monitor/Lab Technician 9.50/hr.
d. Seasonal Vector Control Technician 8.00 – 12.50/hr.
e. Part-Time Instrument Chemist 13.50/hr.

12. Parks & Rec.
a. Skilled craft: 7.25 – 14.00/hr.
at .15 cent increments
Painter
Mechanic
Equipment Operator
Carpenter
Groundskeeper
Electrician
b. Technical: 7.25 – 14.00/hr.
at .15 cent increments
Bookkeeper
Interpretive Educator
CAD Operator
Computer Operator/Programmer
Concession Manager
Merchandise Manager
Lifeguard
c. Security:
Off Duty Police Officers 16.00 – 25.00/hr.
d. Professional:
Assistant Manager 7.25 – 14.00/hr.
Landscape Architect at .15 cent increments
Planner

13. Election Board
a. Clerk 10.50/hr.
b. Seasonal Voting Machine Mechanics 7.25 – 10.00/hr.

14. Weights & Measures Dept.
a. County Inspector 12.00/hr.
b. Secretary & Technicians 8.00 – 9.50/hr.
c. Administrative Assistant 10.46/hr.

15. Lake County Council
Secretary 7.25 – 13.50/hr.

16. Coroner:
a. Investigator/Photographer I 12.00/hr.
b. Investigator/Photographer II 12.00/hr.

17. Lake County Community Development (Weatherization Program)
a. Work Crew 7.25 – 10.00/hr.
b. Management, Carpenter 10.00 – 16.00/hr

18. Lake Superior Court, County Division,

	Room No. 2	
	Clerk	10.00/hr.
19.	Lake Superior Court, County Div 3	
	a. Probation monitor	10.00/hr.
	b. Court Reporter	10.00/hr.
	c. Bailiff Fund 208	10.00/hr.
	d. Secretary/receptionist	10.50/hr.
20.	Lake Superior Court – County Division IV	
	Court Clerk	10.00/hr.
21.	Lake Superior Court, Civil Division	
	a. Resource Director	Up to a maximum of $15.00/hr.
	b. Court Reporter	Up to a maximum of $15.00/hr.
	c. Secretary/Office Manager	Up to a maximum of $15.00/hr.
	d. Bailiff	Up to a maximum of $15.00/hr.
	e. Law Clerks	$15.00/hr.
22.	Lake Superior Court, Juvenile Division	
	CASA Technicians	13.00/hr.
	CASA Assistant Director	57.00/hr.
	Registered Nurse	9.00/hr.
	Probation Officer/12428-001	$14.7969/hr.
	Probation Officer/12428-018	$24.2344/hr.
	Probation Officer/12428-024	$21.3894/hr.
	Probation Officer/12428-031	$19.4459/hr.
23.	Lake County Juvenile Center	
	Psychologist (maximum 9 hrs. per week)	40.43/hr.
24.	Lake Superior Court, Criminal Division	
	a. Probation Officer	14.00/hr.
	b. Off Duty Police Officer	22.00/hr.
25.	Lake Circuit Court	
	a. Care Provider	10.00/hr
	b. Law Clerks	12.00/hr.
	c. Doctors of Psychology	75.00/hr.
	d. Clinician (with Master's Degree in Family Therapy)	75.00/hr.
26.	Clerk of the Circuit Court	
	Clerk/Part-Time	15.00/hr.
27.	Public Defender's Office	
	a. Law Clerks	14.00/hr.
	b. Paralegals	14.00/hr.
	c. Investigator	14.00/hr.
28.	Lake County Emergency Management Coordinator/Project Impact Grant	10.00/hr.
29.	Board of Commissioners	
	a. Comm.'s assistant for Commissioner Real Estate Tax Sales	10.50/hr.
30.	Lake County Sheriff's Department	
	a. Bookkeeper	12.00 – 15.00/hr.
	b. Radio Dispatcher	12.00 – 15.00/hr.
	c. EMT	12.00 – 15.00/hr.
31.	Lake County Public Works Dept.	
	Sign Technician	10.79/hr.
32.	Lake County Recorder	
	Deputy Recorders	10.00 – 15.00/hr.
33.	Lake County Fairgrounds	
	a. Maintenance Employees	8.50/hr.
	b. Grounds Keeper (Major Equipment Operator)	8.00 – 12.00/hr.
34.	Lake County Highway Dept.	
	Engineer Intern	12.50 – 14.00/hr.
35.	Lake County Soil and Water Cons. Dist.	
	Secretary	7.25 – 11.00/hr.
36.	Auditor's Office	
	a. Accounting Clerks	7.25 – 10.00/hr.
	b. Administrative Personnel	11.00 – 15.00/hr.

37. Treasurer's Office
Administrative Personnel 8.00 – 12.00/hr.

SECTION IV. A. In the event any part-time employee of Lake County, Indiana, cannot continue a work Assignment due to weather conditions, the employee shall be relieved from the assignment for the balance of the work day and be paid only for the actual time incurred working on the assignment.

B. In the event any part-time employee of Lake County, Indiana, reports for work and is Unable to begin work due to weather conditions the employee shall be relieved for the Work day, and be paid for two hours.

SO ORDAINED this 8th day of DECEMBER, 2009.

LARRY BLANCHARD, President

CHRISTINE CID
THOMAS O'DONNELL
TED F. BILSKI
ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Ordinance Establishing the Lake County Mileage Rate Ordinance for 2010.

Cid made a motion, seconded by Dillon to approve establishing the Lake County Mileage Rate Ordinance for 2010 in the amount of 50 cents per mile on First Reading. All voted "Yes", except Franklin, "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Cid made a motion, seconded by Prince to Suspend Rules. All voted "Yes", except Franklin, "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Cid made a motion, seconded by Dillon to approve on Second Reading. All voted "Yes", except Franklin, "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1318B

LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2010

WHEREAS, the Lake County Council establishes the mileage rate for County employees entitled to expenses for use of their vehicles; and

WHEREAS, the Lake County Council desires to reflect the mileage rate established by the Federal government for its employees; and

WHEREAS, the Federal mileage rate established for the year 2010 is 50 cents per mile:

NOW, THEREFORE, LET IT BE ORDAINED that the Lake County Council does hereby establish the rate of fifty (50) cents per mile for County employees entitled to receive mileage expenses for use of their vehicles for the year 2010.

LARRY BLANCHARD, President

CHRISTINE CID
THOMAS O'DONNELL
JEROME A. PRINCE
ERNIE DILLON
TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Regarding Vacant Positions for 2010.

O'Donnell said I'm going to move to approve the ordinance for vacant positions, but I agree with Franklin, and Cid that we should extend this to part-time employees to. Can we add language that says that? Attorney Szarmach answered yes. Attorney Szarmach said, the first paragraph number 1, the third line, at the end where it says "presently vacant, if you inserted full-time and part-time positions, that would take care of it. So it reads "To fill presently vacant full-time and/or part-time positions", rather than merely vacant positions because positions are full-time positions, there is a line item for full-time positions.

Bilski said I'm not completely convinced that it's additional part-time people that were hired, as much as I am as the part-time people that would work above and beyond the hours budgeted.
Bilski asked how do we control middle management to insure that they are watching these dollars?

O'Donnell said I think what this could do is allow for a little "tune up", each time they come up, and we say you want to add this new person into part-time, how is your funding looking? Have you spend about half of your money, and it's June, I think we could certainly do that without having them coming to the meeting. I guess we could have them come to us and say, hey I want to add on somebody part-time, and that would trigger a review.
O'Donnell said so my motion would be to approve the ordinance with the amendment in paragraph 1 to indicate to fill presently vacant full-time or part-time positions and full-time and part-time positions which may become vacant for 2010. Cid seconded the motion.

Cid said there is also concern about these contracts that we have with unions. The last one that we had that the Police merit, through attrition would give up 4 positions, and they became vacant. Cid asked how do we watch that? How do we control that without them being on here also? How do we make sure, because they are exempt from here. Is there something that we give to the payroll department, that says here is the contract you can't fill these? Is that all we need to do because we need to watch so that they are not filled, that payroll does not allow them to fill those positions.

Blanchard answered you would delete "c".

Attorney Szarmach said you delete "c", then they would have to come for every one and show that it's not a position that is involved in attrition.

O'Donnell asked do you want to make a friendly amendment, or do you want me to make a friendly amendment?

Cid answered, you made the motion, so you can make the motion.

O'Donnell also added to his motion to delete paragraph "c".

Cid asked Attorney Szarmach is there any way, because there is a contract that says they can have this many, so are we then doing something that's not in agreement with that contract? I want to make sure of that also. We probably are, so we probably shouldn't take this action.

Attorney Szarmach said my non-expert opinion would be that yes, it's probably in a violation of the contract.

Cid said we could always amend it later, so let's not do it now.

Attorney Szarmach said I think I'd leave "c" in there and in January after we talk to Tony, see if there is a separate mechanism in which we could do that.

Franklin said that if we go into this, including the part-time, or the full-time, we do have one area that's exempt. We've already approved their slot, and that's in the Prosecutor's Office.

Attorney Szarmach said they are exempt for the Deputy Prosecuting Attorneys only. The other employees they need to come here, but their attorneys, their Deputy Prosecutors, they can fill them without our permission. They asked for that and it was granted, mid-year.
Bilski suggested wouldn't it be simple to pass the resolution to the form of in conjunction of the collective bargaining agreement that these positions will not be funded as they become vacant, and list them, and get them down to payroll, to solve the problem. Wouldn't that be the simplest way to do it?

Franklin said, yes, because they do abide by it.

Cid said we will pass this as is, and amend it in January with that.

Attorney Szarmach said I just want to make clear that you do have O'Donnell' amendment regarding full-time and part-time/or part-time positions after vacant, after number 1 correct? But "c" will stay in.

Blanchard said I do have one comment, that I know we will be working on this between now and the next meeting, but is it identification of a vacant part-time position? How is that identified? Do we have, I'm sure we have a record of how and where, but .

Dante said it is a position attached, there is a signature someplace. It's there.

Cid said so payroll knows their names and the positions.

Dante said oh yes there is a number assigned to every one of them.

All voted "Yes". Motion to approve the amendment on First Reading carried 7-0.

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

O'Donnell made a motion, seconded by Prince to approve on Second Reading. All voted "Yes", except Bilski, "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1318C

ORDINANCE REGARDING VACANT POSITIONS FOR 2010

WHEREAS, I.C. 36-2-5-3 directs the Lake County Council to establish and fix the number and payment Schedules of county officers, deputies and other employees; and

WHEREAS, I.C. 36-2-5-13 provides that the compensation or number of county deputies and employees May be changed at any time on the application of the County fiscal body; and

WHEREAS, the funding of County government has been restricted by State and Federal mandates, Regulations and laws, specially, H.B. 1001; and

WHEREAS, throughout 2010 certain positions in Lake County Government will become vacant and if not Filled the respective appropriations will revert to the operating balance of the County General Fund for 2010.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That in order to obtain an operating balance for the Lake County Budget for 2010 all County Offices and departments are restricted from hiring new employees, or current employees, part-time or in a full-time position, to fill presently vacant full-time and/or part-time positions and full-time and/or part-time positions which may become vacant for 2010.

2. Notwithstanding paragraph one, this Ordinance shall not apply to the following:

   a. Positions controlled by mandate (Indiana Trial Rule 60.5), positions required by State or Federal Laws, or by a Grant, provided the officeholder inform the council of such hiring with supported documents citing the mandate order, State or Federal Law, or Grant requirement.

   b. Positions of Chief Deputy, if allowed by statute.

   c. Positions controlled by collective bargaining agreements.

   d. Attorneys employed by the Lake County Prosecutor's Office as Deputy Prosecuting Attorneys.

3. Notwithstanding paragraph one, an officeholder may petition the Lake County Council to fill a vacated position for good cause.

4. That for the purpose of this Ordinance, the term "vacancy" does not include the transfer of employees from positions where the employees are being laterally transferred to different positions, being promoted, or being demoted, **and the net result of the transfers is revenue neutral.**

DATED THIS 8th DAY OF DECEMBER, 2009.

LARRY BLANCHARD, President

CHRISTINE CID
THOMAS O'DONNELL
TED F. BILSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Ordinance of County Council Authorizing the County of Lake, In to make temporary Loans to refinance warrants issued to meet current running expenses for the use of certain funds of the County and certain departments thereof; authorizing the issuance and exchange of temporary loan tax anticipation warrants to evidence such loans; and appropriating and pledging a sufficient amount of the revenues

anticipated to be received in such funds to the punctual payment of such warrants including the interest thereon.

Cid made a motion, seconded by Dillon to allow the Auditor to place an item on the agenda, an Ordinance to Extend Tax Warrants. All voted "Yes", except Franklin, "absent". Motion to add to the agenda carried 6-yes, 1-absent.

Cid made a motion, seconded by O'Donnell to approve the Ordinance to extend Tax Warrants on First Reading. All voted "Yes", except Franklin, "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Cid made a motion, seconded by O'Donnell to Suspend Rules. All voted "Yes", except Franklin, "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Cid made a motion, seconded by Prince to approve on Second Reading. All voted "Yes", except Franklin, "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1318D

AN **ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, AUTHORIZING THE COUNTY OF LAKE, INDIANA TO MAKE TEMPORARY LOANS TO REFINANCE WARRANTS ISSUED TO MEET CURRENT RUNNING EXPENSES FOR THE USE OF CERTAIN FUNDS OF THE COUNTY AND CERTAIN DEPARTMENTS THEREOF; AUTHORIZING THE ISSUANCE AND EXCHANGE OF TEMPORARY LOAN TAX ANTICIPATION WARRANTS TO EVIDENCE SUCH LOANS; AND APPROPRIATING AND PLEDGING** A **SUFFICIENT AMOUNT OF THE REVENUES ANTICIPATED TO BE RECEIVED IN SUCH FUNDS TO THE PUNCTUAL PAYMENT OF SUCH WARRANTS INCLUDING THE INTEREST THEREON**

WHEREAS, the County Council (the "County Council") of the County of Lake, Indiana (the "County") has determined that there will be an insufficient amount of money in each of the General Fund, the Parks and Recreation Operating Fund and the Parks and Recreation Debt Service Funds of the County (or certain departments of the County) (collectively, the "Funds") to meet the respective current running expenses of the County or departments thereof payable from each of such Funds during the fiscal year ending on the last day of December 2009, and prior to the respective June and December settlements and distributions of taxes levied for each of such Funds; and

WHEREAS, the County Council has heretofore determined in Ordinance No. 13061 adopted on December 17, 2008 and Ordinance No. 1309A adopted on March 10, 2009 (collectively, the "Prior Ordinances") that an emergency exists for the borrowing of money to pay the County's current running expenses, that temporary loans for the Funds for such purposes should be made, and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, in order to provide funds to meet the County's current running expenses as aforesaid the County did issue on April 23, 2009, its (i) Temporary Loan Tax Anticipation Warrants, Series 2009A in the aggregate principal amount of Fifty Million Dollars ($50,000,000) and (ii) Temporary Loan Tax Anticipation Warrants, Series 2009B in the principal amount of Three Million Four Hundred Fifty Thousand Dollars ($3,450,000) (collectively, the "Prior Warrants"); and

WHEREAS, revenues anticipated to be received by the County to pay the Prior Warrants upon maturity on December 31, 2009, have not been received by the County; and

WHEREAS, the County is authorized by Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13 to issue and sell or exchange, on a negotiated basis, warrants to replace the Prior Warrants if there are no funds otherwise available to pay the Prior Warrants at maturity; and

WHEREAS, JPMorgan Chase Bank, NA., as purchaser and owner of the Prior Warrants, has agreed to receive in exchange for the Prior Warrants, new replacement warrants upon such terms as shall be negotiated by the County consistent with the provisions of this Ordinance; and

WHEREAS, except for the Prior Warrants, the County has no outstanding tax anticipation warrants payable from 2007 or 2008 tax levies or other revenues with respect to each of the Funds; and

WHEREAS, the County Council seeks to authorize the issuance of such temporary loan tax anticipation warrants with respect to each of the Funds and the exchange of such warrants for the Prior Warrants pursuant to the provisions of Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13, subject to and dependent upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, AS FOLLOWS:

SECTION 1. THE WARRANTS. It is hereby found and declared that an emergency exists for the borrowing of money with which to pay when due on December 31, 2009, the outstanding principal due on the Prior Warrants. For the purpose of providing warrants to be delivered in exchange for the Prior Warrants, there shall be issued temporary loan tax anticipation time warrants of the County designated "County of Lake, Indiana, Temporary Loan Tax Anticipation Warrants, Series 2009C" (the "Warrants"), in an aggregate principal amount not to exceed Fifty-Three Million Four Hundred Fifty Thousand Dollars ($53,450,000), subject to applicable law, issued pursuant to the provisions of Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13, as in effect on the date of the issuance of the Warrants. A separate Warrant or Warrants shall be issued with respect to each of the Funds. The County is authorized to issue Warrants from the following Funds in combined amounts not exceeding the following with respect to each of the Funds, subject to applicable law:

Fund	Maximum Principal Amount
General Fund	$50,000,000
Parks and Recreation Operating Fund	3,000,000
Parks and Recreation Debt Service Funds	450,000

The Warrants shall be dated as of the respective dates of delivery thereof and shall be payable in lawful money of the United States of America upon presentation at the office of the Treasurer of the County or at such other place as shall be agreed to by the purchaser and the County. The County is authorized to make payments of principal and interest on the Warrants by paying the amount due from funds that are available for immediate transfer or investment on or before 12:00 noon on the due date to the purchaser of the Warrants.

The Warrants shall mature and be due in full within 3 days of the final distribution of the 2008 payable in 2009, but not yet received, and 2009 tax levy settlement, but not later than June 30, 2010. The final maturity date and final aggregate principal amount of the Warrants shall be set forth in a certificate executed by the Treasurer of the County prior to the sale of the Warrants. The Warrants shall bear interest prior to maturity at a rate or rates not exceeding eight percent (8.0%) per annum. Interest on the Warrants shall be calculated on the basis of a three hundred sixty-five (365)-day year.

It is hereby determined that it is in the best interests of the County to negotiate an interest rate with JPMorgan Chase **Bank, N.A.,** and to exchange the Warrants for the Prior Warrants held by JPMorgan Chase Bank, N.A.

The Warrants shall be issued in denominations of One Hundred Thousand Dollars ($100,000) or integral multiples of One Thousand Dollars ($1,000) in excess thereof (e.g., $100,000, or $101,000, or $102,000, etc.). The Warrants shall be numbered from 09RC-1 upwards. The Warrants shall be issued in the maximum combined principal amount of Fifty-Three Million Four Hundred Fifty Thousand Dollars ($53,450,000), subject to applicable law, with the Warrants issued with respect to each of the Funds issued up to or less than the maximum principal amount established for each such Fund as set forth in the table above, subject to applicable law. The principal amount of the Warrants may not exceed at any time eighty percent (80%) of the undistributed property taxes dedicated to the repayment of the Warrants.

SECTION 2. INCORPORATION OF PROVISIONS OF THE PRIOR ORDINANCES. Provisions of the Prior Ordinances relating to (i) security for the Warrants, execution of the Warrants and the form of the Warrants are hereby incorporated by reference and shall be effective with respect to the Warrants as though set forth in full herein. Specifically, the forms of Warrant shall be as set forth in the Prior Ordinances with such modifications as shall be necessitated to conform to the warrant exchange transaction authorized herein.

SECTION 3. ISSUANCE AND DELIVERY OF WARRANTS. The Auditor of the County is hereby authorized and directed to have the Warrants prepared, and the County Commissioners and the Auditor of the County are hereby authorized and directed to execute or to cause the execution of the Warrants in the form and manner herein provided, as conclusively evidenced by their execution thereof.

The Warrants shall be issued in exchange for the Prior Warrants. The Auditor, on behalf of the County, is authorized and directed to have the Warrants prepared in the form herein provided.

Upon the negotiation with JPMorgan Chase Bank, N.A. to determine the interest rate on the Warrants, the proper officers of the County are hereby authorized and directed to execute the Warrants in the form herein provided and to deliver the Warrants when so executed in exchange for the Prior Warrants.

SECTION 4. FURTHER ACTIONS. The County Commissioners and the Auditor of the County are hereby authorized and directed to make such filings and requests, deliver such certifications, execute and deliver such documents and instruments, and otherwise take such actions as are necessary or

appropriate to carry out the terms and conditions of this Ordinance and the actions authorized hereby and thereby.

SECTION 5. TAX COVENANTS. The County hereby covenants that the County and its officers shall not take any action or fail to take any action with respect to the proceeds of any of the Warrants or any investment earnings thereon that would result in constituting any of the Warrants as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and any and all final or proposed regulations or rulings applicable thereto, or which would otherwise cause the interest on any of the Warrants to cease to be excludable from gross income for purposes of federal income taxation; and the Auditor of the County and all other appropriate officers of the County are hereby authorized and directed to take any and all actions and to make and deliver any and all reports, filings and certifications as may be necessary or appropriate to evidence, establish or ensure such continuing exclusion of the interest on the Warrants.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the time it has been adopted by the County Council.

SECTION 7. **REPEAL OF CONFLICTING ORDINANCES.** All resolutions and ordinances in conflict herewith are, to extent of such conflict, hereby repealed. To the extent not in conflict herewith, the Prior Ordinances are expressly ratified and confirmed.

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA,
THIS 8TH DAY OF DECEMBER, 2009.

ERNIE DILLON
JEROME PRINCE
THOMAS O'DONNELL
TED BILSKI
LARRY BLANCHARD
CHRISTINE CID

ATTEST:
PEGGY HOLINGA KATONA,
AUDITOR

In the Matter of Plan Commission Ordinances # 2282, and 2283.

Bilski made a motion, seconded by Prince to approve Plan Commission Ordinance # 2282.
There were no remonstrators present.
All voted "Yes", except Franklin, "absent". Motion to approve Plan Commission Ordinance # 2282 carried 6-yes, 1-absent.

ORDINANCE #2282 OF
THE COUNTY OF LAKE

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

Provisions for a ZONE CHANGE (Lake County Plan Commission recommended favorable 11/18/09).

BE IT ORDAINED by the County Council of Lake County, Indiana as follows:
ZONE CHANGE from C-1 (Conservation) to R-2 (One-Family Zone) owned by CYNTHIA J. WILTJER, TRUST, and petitioned by PAUL WILTJER, for the purpose of future residential Subdivision on the following described property:

General Location: Located approximately 2/10 of a mile north of 45th Avenue on the west side of Ross Road, a/k/a 4400 Ross Road in Calumet Township.

Legal: A part of the East Half of the Southwest Quarter of the Southeast Quarter of Section 25, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, Lying North of Cady Marsh Ditch and West of the centerline of Ross Road, more particularly Described as: Commencing at the Northwest corner of said East Half; thence South 89 degrees 20 Minutes 26 seconds East along the North line a distance of 578.79 feet to the centerline of Ross Road; thence South 05 degrees 53 minutes 09 seconds East along said centerline a distance of 518.17 feet to the Point of Beginning; thence South 05 degrees 53 minutes 09 seconds East along said centerline a distance of 188.71 feet, more or less, to the centerline of Cady Marsh Ditch; thence North 76 degrees 11 minutes 23 seconds West along said centerline a distance of 224.25 feet; thence North 00 degrees 22 minutes 35 seconds East a distance of 113.81 feet; thence North 84 degrees 06 minutes 51 seconds East a distance of 198.72 feet to the Point of Beginning, containing 0.72 acres, more or less.

IS HEREBY X BY THE COUNTY COUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 8TH DAY OF DECEMBER, 2009.

MEMBERS OF THE LAKE COUNTY COUNCIL

LARRY BLANCHARD, PRESIDENT

TED BILSKI
THOMAS O'DONNELL
ERNIE DILLON
CHRISTINE CID
JEROME A. PRINCE

Bilski made a motion, seconded by Prince to approve Plan Commission Ordinance # 2283.
There were no remonstrators present.
All voted "Yes", except Franklin, "absent". Motion to approve carried 6-yes, 1-absent.

ORDINANCE #2283
OF THE COUNTY OF LAKE

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission recommended favorable 11/18/09).

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

ZONE CHANGE from C-1 (Conservation) to B-3 (General Business Zone) owned by CYNTHIA J. WILTJER, TRUSTEE, and petitioned by PAUL WILTJER, for the purpose of future commercial development on the following described property:

General Location: Located approximately 2/10 of a mile north of 45th Avenue on the west side of Ross Road, a/k/a 4400 Ross Road in Calumet Township.

Legal: That part of the East Half of the Southwest Quarter of the Southeast Quarter of Section 25, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying North of Cady Marsh Ditch and West of the centerline of Ross Road, excepting therefrom the North 440 feet and also excepting therefrom the following described parcel: Commencing at the Northwest corner of said East Half; thence South 89 degrees 20 minutes 26 seconds East along the North line of said East Half a distance of 578.79 feet to the centerline of Ross Road; thence South 05 degrees 53 minutes 09 seconds East along said centerline a distance of 442.89 feet to the point of beginning; thence South 05

degrees 53 minutes 09 seconds East along said centerline a distance of 75.29 feet; thence South 84 degrees 06 minutes 51 seconds West a distance of 198.72 feet; thence South 00 degrees 22 minutes 35 seconds West a distance of 113.81 feet, more or less, to the centerline of Cady Marsh ditch; thence North 76 degrees 11 minutes 23 seconds West along said centerline a distance of 450.09 feet to the West line of said East Half; thence North 00 degrees 22 minutes 35 seconds East a distance of 108.86 feet; thence South 89 degrees 20 minutes 26 seconds East a distance of 627.10 feet to the Point of Beginning, containing 2.00 acres, more or less.

IS HEREBY X BY THE COUNTYCOUNCIL
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 8th DAY OF December , 2009.

MEMBERS OF THE LAKE COUNTY COUNCIL

LARRY BLANCHARD, PRESIDENT

TED BILSKI
THOMAS O'DONNELL
ERNIE DILLON

CHRISTINE CID
JEROME A. PRINCE

Public Portion

Hank Adams, St. John Township Assessor commented that he thinks that if the Council wants to do something that he thought should have been done for the last 14 years that I've been here, I think that you should look into the non-reverting funds that all these departments have, if they are not State mandated, put it in the general fund. Mr. Adams said that would save everybody some money.

He disagrees with his Councilman on trying to compare the jobs that are in government, especially in the offices that we have. He said according to the IAAO, who the State is always quoting, the employees in my office, for example that have the proper certification, are making over half less then they would be, the average for the Country. So if they were making private industry rates, instead of making $27 to $28 thousand, they'd be making close to $60 thousand. That's according to the IAAO figures, so the little perks that you give them for holidays, and insurance is a big thing. That is really not making up for that huge difference that they are receiving in pay.

Mark Purevich spoke about the EECB Grants. He said that they 90% almost completed. He said the last 10% is probably paper work, and he has been trained on the distribution of the money. He said in the 1st quarter of next year, we will start seeing some of the Town Lake County buildings being worked on, as well as putting some of the folks to work. He said it has been a slow process because there are so many energy efficient grants out there.

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

_____

President, Lake County Council

ATTEST:

_____
Peggy Holinga Katona,
Lake County Auditor