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 Ted Bilski, President, Jerome A. Prince, David Hamm, Elsie Franklin, Daniel Dernulc, Christine Cid, and Eldon Strong, County Councilpersons, together with Ray Szarmach, County Council Attorney.

There was a moment of silence for Mr. Hank Adams, Lake County Assessor who passed away.

Councilman Dan Dernulc said that he serves two roles in our County, one as County Councilman for the 4th District, and one as the Republican Chairman.

Councilman Dernulc said that it was with great sadness, that Hank Adams resigned last Tuesday from his position as our County Assessor. He said that Hank has done a great job, and he thinks that everyone will attest to that. He said that, though they didn't always agree, Hank always had the best interest of everybody in this County, and he worked very hard. Councilman Dernulc said that with even more sadness that he learned of Hank' death on Sunday morning. He said he has been helping Hank' wife with the preparations of the funeral. He thanked Sheriff Buncich, and Dan Murchek on things that they are doing to help out. Councilman Dernulc said, he is a County Official, and the Sheriff is going to help us out a little bit on that. Councilman Dernulc asked everyone to please keep Jean Shepherd and family in your prayers.

Councilman Dernulc also said that anybody that comes in, will have to build on what he has done, and he thinks that all of us will agree that Hank has done a great job.

In the Matter of Minutes of September 10, 2013

Hamm made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

ORDINANCE NO. 1365

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
General Fund 001		
Coroner 0700		
43120 Medical & Hospital	$112,000.00	$112,000.00
Commissioners 2900		
41250 Unemployment Comp Ded	$166,494.00	$166,494.00
Commissioners 2900		
41250 Unemployment Comp Ded**(Reduction)**	**-$ 2,965.00**	**-$ 2,965.00**
Cooperative Extension 2300		
43730 Property Rental	$ 2,965.00	$ 2,965.00
Sheriff 0500		
42210 Petroleum Products	$ 43,300.93	$ 43,300.93
42220 Garage & Motors	$ 6,299.82	$ 6,299.82
43240 Telephone	$ 2,075.47	$ 2,075.47
Jail 3100		
42110 Office Supplies	$ 1,213.00	$ 1,213.00
42240 Household & Inst Supplies	$ 2,672.98	$ 2,672.98
42250 Health Care & Lab Supplies	$ 3,182.50	$ 3,182.50
42260 Jail Inmate Clothing Allowance	$ 633.00	$ 633.00
43120 Medical & Hospital Services	$ 91,933.04	$ 91,933.04
43188 Employment Testing	$ 750.00	$ 750.00
43190 Other Professional Service	$ 1,309.10	$ 1,309.10
43232 Travel-Meals	$ 450.90	$ 450.90
43610 Building & Structure	$ 162.23	$ 162.23

43620	Equipment & Repair	$ 505.00	$ 505.00
43630	Maintenance & Service Contr	$ 54,214.88	$ 54,214.88
Work Release 3150			
42240	Household & Inst Supplies	$ 763.74	$ 763.74
42410	Other Supplies	$ 3,234.92	$ 3,234.92
43620	Equipment Repair	$ 851.54	$ 851.54
	Misdemeanant Co. Jail Fund 152		
Jail 3100			
43630	Maintenance & Service	$ 76,454.87	$ 76,454.87
	Gambling Adm Tax Fund 196		
Coroner 0700			
43120	Medical & Hospital Service(CNL)	$112,000.00	NO ACTION
	County Highway Fund 102		
Highway 5011			
43190	Other Professional Service	$ 40,000.00	$ 40,000.00
	JAG Grant Fund 262		
Sheriff 1009			
(2013 JAG Grant)			
Create All New Line Items			
42410	Other Supplies	$ 19,916.00	$ 19,916.00
43190	Other Professional Service	$ 8,307.00	$ 8,307.00
44490	Other Equipment	$129,618.00	$129,618.00
	L.C. Coroner Facility Fee Fund 273		
Coroner 0700			
41190	Part-Time	$ 5,000.00	$ 5,000.00
41220	FICA	$ 500.00	$ 500.00
41260	Workman's Comp	$ 500.00	$ 500.00
	Juvenile Secured Detention Alternative Fund 389		
Juvenile Detention Center 4200			
Create All New Line Items			
41120	Professionals	$ 41,602.00	$ 41,602.00
41220	FICA	$ 3,184.00	$ 3,184.00
41230	PERF	$ 5,174.00	$ 5,174.00
41240	Group Ins Deduction	$ 26,480.00	$ 26,480.00
41260	Workman's Comp Deduction	$ 597.00	$ 597.00
42110	Office Supplies	$ 1,000.00	$ 1,000.00
42410	Other Supplies	$ 2,500.00	$ 2,500.00
43190	Other Professional Service	$ 3,130.00	$ 3,130.00
43231	Travel-Registration	$ 2,996.00	$ 2,996.00
43232	Travel-Meals	$ 1.00	$ 1.00
43233	Travel-Lodging	$ 1.00	$ 1.00
43234	Travel-Trans/Other	$ 1.00	$ 1.00
43235	Travel Mileage	$ 1.00	$ 1.00
43240	Telephone	$ 12,045.00	$ 12,045.00
43995	Other Services & Charges	$ 1,400.00	$ 1,400.00
44490	Other Equipment	$ 56,635.00	$ 56,635.00
	Supplemental Public Defender Fund 405		
Public Defender 4002			
41331	Court Reporter Per Diem(CNL)	$ 35,000.00	$ 35,000.00
43190	Other Professional Service	$ 70,000.00	$ 70,000.00
43235	Travel-Mileage	$ 15,000.00	$ 15,000.00
44420	Office Machines	$ 5,000.00	$ 5,000.00

TRANSFER OF FUNDS CERTIFICATE

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

			Requested	Approved
Commissioners 2900				
L.C. 911 Fund 399				
From:	399-43995	Other Services & Charges	$ 43,415.00	
To:	399-41110	Officials & Admin	$ 30,000.00	$ 30,000.00
	399-41220	FICA	$ 2,250.00	$ 2,250.00
	399-41230	PERF	$ 4,000.00	$ 4,000.00
	399-41240	Group Ins. Ded	$ 7,000.00	$ 7,000.00
	399-41260	Workers Comp Deduction	$ 165.00	$ 165.00

County Court Div IV 4070		
From: 001-43630 Maintenance & Serv Contr	$ 800.00	$ 800.00
To: 001-41331 Court Reporter Per Diem	$ 800.00	$ 800.00
Public Defender 4002		
From: 001-41110 Officials & Admin	$ 5,000.00	
001-43620 Equipment Repair	$ 370.00	
001-43910 Dues & Subscriptions	$ 530.00	
To: 001-41331 Court Reporter Per Diem	$ 5,000.00	$ 5,000.00
001-42110 Office Supplies	$ 900.00	$ 900.00
Coroner 0700		
From: 001-41160 Office & Clerical	$ 24,624.77	
001-42115 Photography Supplies	$ 1,900.00	
To: 001-41100 Overtime	$ 773.85	$ 773.85
001-41150 Paraprofessional	$ 12,850.92	$ 12,850.92
001-42110 Office Supplies	$ 2,000.00	$ 2,000.00
001-42255 Pathology Supplies	$ 1,900.00	$ 1,900.00
001-43190 Other Professional Service	$ 8,000.00	$ 8,000.00
001-43630 Maintenance & Serv Contr	$ 1,000.00	$ 1,000.00
Sheriff 1005 & 1009		
JAG Grant Fund 262		
2010 JAG Grant Dept 1005		
From: 262-1005-41390 Supplemental Pay	$ 510.00	
262-1005-41220 FICA	$ 40.00	
262-1005-41230 PERF	$ 60.00	
To: 2013 JAG Grant Dept 1009		
Create New Line Item		
To: 262-1009-41390 Supplemental Pay	$ 510.00	$ 510.00
262-1009-41220 FICA	$ 40.00	$ 40.00
262-1009-41230 PERF	$ 60.00	$ 60.00
Sheriff 0582		
Non-Reverting Property Seizure Fund 145		
From: 145-43195 Contractual Services	$ 21,000.00	
145-43240 Telephone	$ 7,000.00	
145-43830 Matching Funds	$ 11,000.00	
To: 145-43190 Other Professional Services	$ 12,000.00	$ 12,000.00
145-43995 Other Services & Charges	$ 7,000.00	$ 7,000.00
145-44490 Other Equipment	$ 35,000.00	$ 35,000.00
Sheriff 0500		
From: 001-41140 Protective Services	$ 7,000.00	
001-41337 Differential Pay	$ 10,000.00	
001-41338 Proficiency/Specialty Pay	$ 20,000.00	
To: 001-41190 Part-Time	$ 37,000.00	$ 37,000.00
St.John Township Assessor 1800		
From: 001-42410 Other Supplies	$ 2,000.00	
To: 001-42110 Office Supplies	$ 2,000.00	$ 2,000.00
Prosecutor 0800		
Infraction Deferral Program Fund 104		
From: 104-41240 Group Insurance Deduction	$ 15,000.00	
To: 104-42130 Law Books	$ 15,000.00	$ 15,000.00
Calumet Township Assessor 1000		
From: 001-43231 Travel-Registration	$ 2,000.00	
001-43232 Travel-Meals	$ 2,000.00	
001-43310 Printing	$ 2,500.00	
001-43320 Advertising	$ 500.00	
001-43510 Utilities	$ 8,000.00	
To: 001-41190 Part-Time	$ 8,500.00	$ 8,500.00
001-42110 Office Supplies	$ 4,000.00	$ 4,000.00
001-43630 Maintenance & Service Contr	$ 2,500.00	$ 2,500.00
Prosecutor 0800		
From: 001-41125 Discretionary Salaries	$ 13,987.00	
001-41160 Office & Clerical	$ 9,127.00	
001-41331 Court Reporter Per Diem	$ 5,000,00	
001-43232 Travel-Meals	$ 300.00	
001-43234 Travel-Transportation/Other	$ 500.00	
001-43620 Equipment Repair	$ 4,000.00	
001-43630 Maintenance & Serv Contr	$ 5,000.00	
To: 001-41190 Part-Time	$ 20,000.00	$ 20,000.00
001-42410 Other Supplies	$ 2,500.00	$ 2,500.00
001-43145 Legal Services	$ 10,814.00	$ 10,814.00
001-43220 Postage	$ 300.00	$ 300.00

	001-43233 Travel-Lodging	$ 300.00	$ 300.00
	001-43235 Travel-Mileage	$ 1,000.00	$ 1,000.00
	001-43240 Telephone	$ 2,000.00	$ 2,000.00
	001-43910 Dues & Subscriptions	$ 1,000.00	$ 1,000.00
Ross Township Assessor 1700			
2015 Reassessment Fund 337			
From:	337-41190 Part-Time	$ 3,000.00	
To:	337-41110 Overtime	$ 2,500.00	$ 2,500.00
	337-41230 PERF	$ 500.00	$ 500.00
Commissioners 2900			
From:	001-41250 Unemployment Comp	$166,494.00	
To:	001-44500 Construction Reconstruction	$166,494.00	$166,494.00
Commissioners 2900			
From:	001-41250 Unemployment Comp	$ 2,940.00	
To:	001-41190 Part-Time	$ 2,940.00	$ 2,940.00
Courthouses 3000			
From:	001-43610 Building & Structure	$ 1,248.00	
To:	001-41190 Part-Time	$ 1,248.00	$ 1,248.00
Detention Center 4200			
From:	001-43120 Medical & Hospital Serv	$ 2,560.00	
	001-43232 Travel-Meals	$ 250.00	
	001-43233 Travel-Lodging	$ 1,300.00	
	001-43630 Maintenance & Service	$ 1,760.00	
To:	001-42110 Office Supplies	$ 1,250.00	$ 1,250.00
	001-42410 Other Supplies	$ 2,060.00	$ 2,060.00
	001-42240 Household & Inst Suppl	$ 2,560.00	$ 2,560.00
Council 3700			
From:	001-43231 Travel-Registration	$ 2,000.00	
	001-43232 Travel-Meals	$ 500.00	
	001-43233 Travel-Lodging	$ 2,000.00	
	001-43234 Travel-Trans Other	$ 500.00	
To:	001-41100 Overtime	$ 5,000.00	$ 5,000.00

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 October, 2013.

Adopted this 8th day of October, 2013.

NAY AYE

Ted F, Bilski
Jerome A. Prince
David Hamm
Elsie Franklin
Daniel E. Dernulc
Christine Cid
Eldon Strong

Members of the Lake County Council

ATTEST:
Peggy Holinga Katona,
Lake County Auditor

Additionals

	Made motions	seconded	
General fund 001			
Coroner($112,000)	Cid	Hamm	All voted "Yes" to approve. Motion carried 7-0.
Commissioners($166,494)	Strong	Hamm	All voted "Yes" to approve, except Franklin, "absent". Motion to approve carried 6-yes, 1-absent.

Commissioner**(-$2,965**)	Strong	Cid	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Cooperative Extension($2,965)	Strong	Dernulc	All voted "Yes" to approve. Motion carried 7-0.
Sheriff($51,676.22)	Cid	Franklin	All voted "Yes" to approve. Motion carried 7-0.
Jail($157,026.63)	Dernulc	Prince	All voted "Yes" to approve. Motion carried 7-0.
Work Release($4,850.20)	Dernulc	Franklin	All voted "Yes" to approve. Motion carried 7-0.
<u>Misdemeanant Co Jail Fund 152</u>			
Jail($76,454.87)	Dernulc	Prince	All voted "Yes" to approve. Motion carried 7-0.
<u>Gambling adm tax fund 196</u>			
Coroner($112,000) NO ACTION			
<u>County Highway Fund 102</u>			
Highway($40,000)	Franklin	Prince	All voted "Yes" to approve. Motion carried 7-0.
JAG Grant Fund 262			
Sheriff(2013 JAG Grant)($157,841)	Cid	Franklin	All voted "Yes" to Create new line items and approve. Motion carried 7-0.
<u>L.C. Coroner Facility Fee Fund 273</u>			
Coroner($6,000)	Cid	Prince	All voted "Yes" to approve. Motion carried 7-0.
<u>Juvenile Secured Detention Alternative Fund 389</u>			
Juvenile Detention Center($156,747)	Dernulc	Prince	All voted "Yes" to create all new line items and approve. Motion carried 7-0.
<u>Supplemental Public Defender Fund 405</u>			
Public Defender($125,000)	Cid	Hamm	All voted "Yes" to create new line item, and approve. Motion carried 7-0.

<u>Footnote</u>

Re: Coroner($112,000) – Cid made a motion, seconded by Hamm to approve out of the general fund. Cid said these are supported funds by cancelled purchase orders. All voted "Yes". Motion carried 7-0.

Transfers

	Made motion	seconded	
Commissioners($43,415) L.C. 911 Fund 399	Strong	Prince	All voted "Yes", except Dernulc, "No". Motion carried 6-yes, 1-no.
County Court Div IV($800)	Hamm	Dernulc	All voted "Yes" to approve. Motion carried 7-0.
Public Defender($5,900)	Cid	Hamm	All voted "Yes" to approve. Motion carried 7-0.
Coroner($26,524.77)	Cid	Prince	All voted "Yes" to approve. Motion carried 7-0.
Sheriff($610) JAG Grant Fund 262	Cid	Hamm	All voted "Yes" to create all new line items, and approve. Motion carried 7-0.
Sheriff($54,000) Non-Reverting Property Seizure Fund 145	Cid	Prince	All voted "Yes" to approve. Motion carried 7-0.
Sheriff($37,000)	Cid	Franklin	All voted "Yes" to approve. Motion carried 7-0.
St. John Township Assessor($2,000)	Prince	Franklin	All voted "Yes" to approve, except Hamm, "absent". Motion carried 6-yes, 1-absent.
Prosecutor($15,000) Infraction Deferral Fund 104	Cid	Franklin	All voted "Yes" to approve. Motion carried 7-0.
Calumet Township Assessor($15,000)	Prince	Franklin	All voted "Yes" to approve, except Hamm,

			"absent". Motion carried 6-yes, 1-absent.
Prosecutor($37,914)	Cid	Franklin	All voted "Yes" to approve. Motion carried 7-0.
Ross Township Assessor($3,000)	Prince	Franklin	All voted "Yes" to approve. Motion carried 7-0.
Commissioners($166,494)	Strong	Hamm	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes,1-absent.
Commissioners($2,940)	Strong	Cid	All voted "Yes", except Franklin, "absent". Motion Carried 6-yes, 1-absent.
Courthouses($1,248)	Strong	Prince	All voted "Yes" to approve. Motion carried 7-0.
Detention Center($5,870)	Dernulc	Franklin	All voted "Yes" to Approve. Motion carried 7-0.
Council($5,000)	Prince	Franklin	All voted "Yes" to approve. Motion carried 7-0.

Footnote:

Re: Sheriff($51,676.22) – Cid made a motion, seconded by Franklin to approve.
Cid said this is cancelled purchase ordered.
All voted "Yes". Motion carried 7-0.

Re: Prosecutor($37,914) – Cid made a motion, seconded by Franklin to approve.
Dante said, just an advisory note to the Council to watch future transfers out of the 100 series, it's going to affect your Line 2.
All voted "Yes". Motion carried 7-0.

In the Matter of Revised 144 for Commissioner(Fund 399), Detention Center(Fund 389), Sheriff(JAG Grant Fund 262-1005), Sheriff's (JAG Grant 2013 – 262-1009), Sheriff(Fund 145-0582),JAG 2011 Grant Fund 262-1007),Ross Township.

Re: Commissioners(Fund 399) – Strong made a motion, seconded by Prince to approve.

Dernulc said that he stated this earlier, and he will state it again, that he doesn't think this is the right time to do this, if anything, it should be an Administrative position, but with the will of the Council, that's fine. Dernulc said there's a lot of unanswered questions, and he thinks that there was a meeting last Friday, he was at that meeting, and he thinks that there is a lot more work to be done before we get a Deputy Director. Dernulc said, that's my opinion.

Strong stated that he concurs with Dernulc. He said he spoke briefly with Mr. Hitchcock at that meeting Friday. Strong said that Mr. Hitchcock is our guy, and I look to him to be the ambassador of this entire Program, and if there is another issue going on, as we all know there are with some other Communities, Strong said, I'm looking for him to go to those individual Communities and correct those issues, not the Deputy Director, Strong said, I'm looking for Mr. Hitchcock to do it because he is the one who is going to have to explain why their ideas aren't going to work, or maybe they will work. Strong said I could support that maybe they need an Administrative person to help him set his schedule, but I do not believe we are in a position right now, to hire a Deputy Director, we've got way too much work ahead of us for that.

Prince said, to both of the Councilmen' points, he thinks that's exactly why, and just based on the conversations that he's had with Mr. Hitchcock, and what Prince knows about how far we've come, that's exactly why we need the Deputy Director because there is still, yet a lot of work to be done, but more importantly, perhaps if we understood what the Deputy Director' function, versus what Mr. Hitchcock' function would be, would make it little clearer to see. Mr. Hitchcock is going to be involved in the day-to-day collaborations, or meetings with the different communities, in particularly, the ones' who are, for a lack of a better word, holding out.
Prince said, the Deputy Director' job is to make sure that the operations are going to be fluid. Prince said he asked Mr. Hitchcock what happens after we get everything settled, and the "ball is rolling", or the system is in place, and Mr. Hitchcock would better state what his responsibilities are going to be afterwards.
Prince said, the bottom line is that with all of the time that has elapsed, and with all of the resources we've put in, up to this point, I think it would be probably a disadvantage to not equip the very gentleman that we entrusted with the consolidation to not provide him with the resources necessary to complete the job.

Franklin said she is kind of confused as to why there is so much opposition to hiring a Deputy Director. We have offices that are not as functional, or will be requiring the kind of work that this department is going to be required to do. They have Deputy Directors in small offices. We need to make sure that this particular office runs as smoothly as it possibly can because it does not just affect one City, it affects all of the Cities and Towns that are a part of this whole operation. Franklin said that she personally thinks that the Deputy Director is going to have to take some of the responsibility from the Director. He can not be in all places at all times, and at any given point in time the Deputy Director is the person that has to go, because the Director may be tied up somewhere, or he may be out of town for something very important that relates to E911, so Franklin said she doesn't have a problem with us moving forward, and giving him the assistance that he is going to need to get this whole E-911 running smoothly.

Strong said that he hears the words of Councilman Prince, and Councilwoman Franklin, and he agrees with them both, to an extent. He said, like I said earlier, Mr. Hitchcock is our guy. He is the expert, he is the one we've hired to get this job done. Strong said, right now, as I understand it, everything is hinging on this Interlocal Agreement, and if we can't work out these details in this Interlocal Agreement, this whole thing is going to be a wash, so I don't see a need, or a necessity to spend any additional money right now, if we can't get this Interlocal Agreement done, and since he,(Mr. Hitchcock) is the expert, and knows the technology, he is the one who is going to have to work it out with these other Communities. Strong said he just doesn't want to see the County spend any more money that's going to go "down the tube" if we are not going to go down this road.

All voted "Yes", except Dernulc, Cid, and Strong, "No". Motion to approve carried 4-yes, 3-no.

Revised 144 Fund 399	Present	Proposed	Difference
11XXX-001 Deputy Director	-0-	$75,000	$75,000

Re: Detention Center – Dernulc made a motion, seconded by Prince to approve.

Strong asked if these positions are filled right now? Mr. Bennett answered, yes they are.
Strong said this is on a Grant, so what happens to these positions when the Grant goes away, if it goes away?

Mr. Bennett said if it goes away, they will be in front of the Council to…. It was explained that this is part of an overall Program … inaudible. (can't hear because he wasn't at the microphone).
Mr. Bennett added that this Grant is about 12 years old. He said that he is sure that the State would rather pay for a Grant, than have these children involved detained or locked up in the Department of Corrections. If it goes away, it goes away.
Strong asked again what happens to these positions if the funds go away?
Mr. Bennett said if it goes away, it's up to the County whether or not we are going to maintain the Program.

Cid said she believes that it has always been the stand, that if there's Grant money, then once the Grant monies go away, then you can re-apply, and if you don't get the Grant money then the positions go away, unless you find another funding alternative.

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

Amended Revised 144 Fund 389	Present	Proposed	Difference
12xxx-001 Surveillance Officer	-0-	$30,634	$30,634
12xxx-002 Surveillance Officer	-0-	$29,458	$29,458

Re: Sheriff(JAG Grant Fund 262) – Cid made a motion, seconded by Hamm to approve. All voted "Yes". Motion to approve carried 7-0.

Revised 144 Fund 262 – 1005	Present	Proposed	Difference
39002-002 Supplemental Pay	$6,022	-0-	-$6,022

Re: Sheriff(JAG Grant 2013 – 1009) - Cid made a motion, seconded by Hamm to approve. All voted "Yes". Motion carried 7-0.

Revised 144 Fund 262-1009	Present	Proposed	Difference
39002-00X Supplemental Pay	-0-	$6,576	$6,576

Re: Sheriff Fund 145-0582) – Cid made a motion, seconded by Franklin to approve. All voted "Yes". Motion carried 7-0.

Revised 144 Non Rev Property Seizure Fund 145	Present	Proposed	Difference
39002-001 Supplemental Pay	-0-	$28,000	$28,000

Re: Sheriff(JAG 2011 Grant Fund 262(1007) – Cid made a motion, seconded by Hamm to approve. All voted "Yes". Motion carried 7-0.

Rev 144 – JAG Grant Fund 262(1007)	Present	Proposed	Difference

39002-001 Supplemental Pay	$32,356	-0-	-$32,356

Re: Ross Township – Prince made a motion, seconded by Franklin to approve. All voted "Yes". Motion carried 7-0.

Revised 144 – Fund 001	Present	Proposed	Difference
12007-001 Comm/Ind Deputy	$34,552	-0-	-$34,552
12233-001 Supervisor	-0-	$34,552	$34,552
13252-001 Office Supervisor	$25,820	-0-	-$25,820
13711-001 Comm/Ind Deputy	-0-	$25,820	$25,820

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team(9)

Cid made a motion, seconded by Prince to defer to 11-12-13. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Citizen Appointment – Lowell Library Board.

Strong made a motion to nominate Wayne Wietbrock to the Lowell Library Board. Prince seconded the nomination.
Prince made a motion, seconded by Dernulc to close the nominations.
All voted "Yes" to close the nominations.
Strong made a motion, seconded by Prince to approve the appointment of Wayne Wietbrock to the Lowell Library Board. All voted "Yes". Motion to approve carried 7-0.

In the Matter of Citizen Nominations – Economic Development Commission – Town of Cedar Lake

Strong made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes". Motion to defer carried 7-0.

In the Matter of Changes for 2013 Restatement for Lake County Police Retirement Plan and Lake County Police Benefit Plan

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

LAKE COUNTY

POLICE RETIREMENT PLAN

(Restatement Effective January 1, 2013)

LAKE COUNTY
POLICE RETIREMENT PLAN

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

WHEREAS, pursuant to the authority vested in the Sheriff's 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, 2013, with the following modifications:

Section 2.01 – added a definition of Salary to be effective for all severances (of any type) on or after January 1, 2014 .

The provisions of this restated Plan shall only apply to an Employee who dies while employed after January 1, 2013, or who severs employment on or after January 1, 2013. 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. This is a government plan pursuant to Section 414(d) of the Internal Revenue Code and is intended to comply with Section 401(a) of the Internal Revenue Code.

CONTENTS

ARTICLE 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, 2013.

ARTICLE II

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 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 Employer 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 Sheriff's 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 (1/60th) of the total nondeferred compensation, plus the modifications set forth in the following paragraphs, 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 (1/36th) of his Salary, plus the modifications set forth in the paragraphs below, 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. If a 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. Please note that the definition of "Salary" changes for compensation paid after December 31, 2013.

Definition of Salary

"Salary" (and "Final Average Monthly Salary") means, in the case of each Participant, for amounts paid prior to January 1, 2014, the total nondeferred compensation subject to the provisions contained in the subsections Modifications to Salary, Statutory Limits, State Limit on Final Average Monthly Salary, and Federal Limit on Salary.

"Salary" means in the case of each Participant, for amounts paid after December 31, 2013, the total compensation amount that would have been reported on U.S. Treasury Form W-2 for federal income tax purposes for the period in question, subject to the following modifications: 1) overtime pay (including banked compensatory time) in excess of five thousand dollars ($5,000.00) for each full or partial calendar year shall not be included, 2) termination bonus shall not be included, 3) compensatory pay paid in the final year of employment for vacation pay not taken shall not be included, and 4) compensatory sick pay paid in the final year of employment shall not be included. "Salary" (and "Final Average Monthly Salary") shall be subject to any further modifications or limitations described in the following provisions of this subsection.

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

For Plan Years beginning before January 1, 1996, the limitations on compensation under Code Section 401(a)(17) shall be deemed to be satisfied in accordance with applicable rules and regulations presented by the Secretary of the Treasury for governmental plans. For Plan Years beginning on or after January 1, 1996, pursuant to the requirements of Code Section 401(a)(17) for a governmental plan, (i) for an individual who became a Participant on or before December 31, 1995, Salary shall not be limited, because there was no Salary limit under the Plan in effect on July 1, 1993; (ii) for an individual who became a Participant after December 31, 1995, Salary shall not exceed the Section 401(a)(17) limit (as increased by the cost of living adjustment pursuant to Code Section 401(a)(17)). For Participants who sever employment in any Plan Year beginning after December 31, 2001, the Section 401(a)(17) limit for determination periods beginning before January 1, 2002, is two hundred thousand dollars ($200,000); the Section 401(a)(17) limit for determination periods beginning after December 31, 2001, is two hundred thousand dollars ($200,000) as increased for any cost of living adjustment.

(k) "Insurer" means any legal reserve life insurance company licensed to operate in the State of Indiana that is selected by the Pension Committee.

(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 be 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

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:

(a) 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.

(b) 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 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 if such Employee or former Employee 1) provides written certification that such Credited Service was not credited to another Indiana retirement program pursuant to a service purchase agreement or some other arrangement and 2) repays to the Trust Fund, within two (2) years of reemployment, 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. Credited Service will not be reinstated until the full amount of the distribution has been repaid. Repayments may be made in cash or rolled over from an Individual Retirement Account or another qualified plan. If repaid in cash, the repayments shall be treated on an after-tax basis. If rolled over the Participant shall provide information on tax treatment of the refund, if any of the rollover amount is to be treated on a pre-tax basis. 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 return 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 and provides written certification that such Credited Service was not credited to another Indiana retirement program pursuant to a service purchase agreement or some other arrangement. 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. Benefits for Qualified Military Service.

(a) Additional Service. "Qualified Military Service" means military service as defined under the federal Uniformed Services Employment and Reemployment Act and that satisfies the requirements of Internal Revenue Code Section 414(u) and 38 U.S.C. Section 2021 for veteran's reemployment rights. To the extent required by Section 414(u) of the Internal Revenue Code, an Employee shall be granted Credited Service for purposes of benefit accrual and vesting upon his reemployment by the Employer for any period of time during which such Employee was on active military duty, if certain requirements are satisfied. To be credited with service for benefit accrual and vesting purposes, the Participant must be 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.). In addition, to be credited with service for benefit accrual purposes, the Participant must make 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.

(b) Compensation During Qualified Military Service. 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 veteran would have received but for 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).

(c) Death Benefits. If a Participant dies on or after January 1, 2007, while performing Qualified Military Service, the survivors of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had been reemployed on the day prior to death and then terminated employment on the actual date of death.

(d) Differential Wage Payments. For Plan Years beginning after December 31, 2008, any individual receiving a differential wage payment, as defined by Section 3401(h)(2) of the Internal Revenue Code from the Employer, shall be treated as an Employee of the Employer and the differential wage payment shall be treated as Compensation solely for the purpose of determining benefit limitations under Section 6.05.

(e) All other provisions of the Plan shall be interpreted to provide a reemployed veteran who meets all requirements of applicable federal law for reemployment rights with all rights under the Plan which are required under applicable federal law.

Section 3.05. Service Purchase.

(a) A Participant who satisfies the eligibility requirements of this Section 3.05 may elect to purchase additional Credited Service in this Plan for the Participant's prior service credited under a Public Retirement Fund. A "Public Retirement Fund" refers to any of the following, either singly or collectively: 1) the public employees' retirement fund, 2) the Indiana state teachers' retirement fund, 3) the state excise police, gaming agent, gaming control officer, and conservation enforcement officers' retirement fund, 4) the state police pension trust, 5) the 1977 police officers' and firefighters' pension and disability fund, and 6) a county Sheriff's retirement plan established by a department other than the Employer.

(b) A Participant must satisfy the following requirements to be eligible to purchase Credited Service:

1. be employed by the Employer at the time of election to purchase additional Credited Service;

2. may **not** have any vested benefit under the Public Retirement Fund; and

3. may **not** be an active participant in the Public Retirement Fund at the time of application for the purchase of Credited Service.

The Participant shall complete any forms required by the Public Retirement Fund in which the prior service was earned and any forms required by this Plan.

(c) If the Participant satisfies the eligibility requirements in (b), such Participant may make a transfer to purchase Credited Service under this Plan equal to the Credited Service that would be purchased by a contribution of the transferred amount computed at the actuarial present value for an individual whose salary and age would be the same as the salary and age of the Participant on the transfer date; provided, however, Credited Service may not be purchased for a period greater than the Participant's prior service in the Public Retirement Fund.

(d) If the Participant is one hundred percent (100%) vested in this Plan or has satisfied the Credited Service requirement for Early Retirement when he severs employment with the Employer, the purchase of Credited Service **shall** be included in the calculation of the Participant's monthly benefit.

(e) If the Participant is not one hundred percent (100%) vested in this Plan when he severs employment with the Employer, the purchase of Credited Service **shall not** be included in the calculation of the Participant's monthly benefit. The Participant may request a refund of the transferred amount, with adjustment for interest at a rate that ensures the Plan remains actuarially cost neutral.

(f) To the extent permitted by the Internal Revenue Code and applicable regulations, the Plan may accept the following as payment by the Participant for the purchase of Credited Service:

1. A direct rollover from a qualified plan under Section 401(a) or 403(a) of the Internal Revenue Code, a 403(b) plan, a 457(b) plan, or an individual retirement account or annuity under Section 408(a) or (b) of the Internal Revenue Code, or

2. A trustee to trustee transfer from a 403(b) plan or an eligible deferred compensation plan under 457(b) to the extent permitted by the Internal Revenue Code.

The plan from which payment for the purchase of service is received does not have to be the same plan in which the prior service was earned.

(g) The Employer may deny an application for purchase of service credit if the transfer would exceed the limitations under Section 415 of the Internal Revenue Code. Any transfer pursuant to this Section is irrevocable, and a transfer may not exceed the amount necessary to fund the service purchase. Any amounts in the Public Retirement Fund after the transfer shall remain subject to the Public Retirement Fund's provisions.

ARTICLE IV

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.

ARTICLE 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.

ARTICLE VI

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 day 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 has twenty (20) years of Credited Service and completes the employee benefit counseling designated by the Pension Committee and is approved by the Employer and the Merit Board.

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 has 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 1.417(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 (5-1/2%) 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.

(e) Notwithstanding the foregoing, effective January 1, 2009, the mortality table for adjusting any benefit or limitation under Internal Revenue Code Section 415(b)(2)(B)(C) or (D) shall be the mortality table prescribed by the Secretary of the Treasury pursuant to Section 417(e)(3) of the Internal Revenue Code modified as appropriate by the Secretary of the Treasury based on the mortality table specified for the Limitation Year by the Secretary and determined under subparagraph (A) of Section 430(h)(3) of the Internal Revenue Code (without regard to subparagraph (C) or (D) of such Section), Revenue Ruling 2007-67 and any other guidance provided by the Internal Revenue Service.

(f) For Limitation Years beginning after December 31, 2001, the Participant's mandatory contributions and any other annual additions on behalf of a Participant under any qualified defined contribution plan maintained by the Employer for any Limitation Year shall not exceed the lesser of (1) forty thousand dollars ($40,000) or (2) one hundred percent (100%) of his Compensation from the Employer for such Limitation Year. The forty thousand dollar ($40,000) limitation shall be automatically adjusted annually to take into account increases in any permissible cost-of-living increases in such limitation, pursuant to Section 415(d) of the Internal Revenue Code.

For purposes of this subsection "Compensation" shall mean the total wages, salaries and other amounts actually received by the Participant, as reportable for federal income tax purposes, plus the following salary deferral amounts:

(1) all elective contributions made under an Internal Revenue Code Section 401(k) plan, an Internal Revenue Code Section 125 cafeteria plan, a simplified employee pension plan, or an Internal Revenue Code Section 403(b) tax deferred annuity;

(2) all compensation deferred under an eligible deferred compensation plan as defined in Internal Revenue Code Section 457;

(3) effective January 1, 2001, any amounts not included in taxable income as a qualified transportation fringe benefit by reason of Section 132(f) of the Internal Revenue Code.

"Compensation" shall be subject to the federal limit on Salary described in Section 2.01.

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. If the 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 1.401(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. The following terms shall have the following meanings:

(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 Internal Revenue Code Sections 408(a), 408(b), or 408A (as permitted by the Internal Revenue Code), or to a qualified plan described in Section 401(a), 403(a), or 403(b) 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 (i) a traditional individual retirement account described in Sections 408(a), (ii) a Roth IRA described in Section 408A of the Internal Revenue Code, (iii) an individual retirement annuity

described in Section 408(b) of the Internal Revenue Code, (iv) an annuity plan described in Section 403(a) of the Internal Revenue Code, (v) a qualified trust described in Section 401(a) of the Internal Revenue Code, (vi) a plan described in Section 403(b) of the Internal Revenue Code, and (vii) 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, surviving spouse, or to a former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code. An Eligible Retirement Plan is limited to items (i), (ii), and (iii) of this subsection (b)(2) for a Designated Beneficiary who is not the Participant's spouse.

(3) A "Distributee" includes: (i) an Employee, (ii) former Employee, (iii) the Employee's or former Employee's surviving spouse, (iv) the Employee's or former Employee's Alternate Payee under a Qualified Domestic Relations Order, and (v) the Employee's or former Employee's Designated Beneficiary. The Direct Rollover of a Designated Beneficiary who is not the Participant's spouse must be made to an inherited IRA pursuant to the provisions of Internal Revenue Code Section 408(d)(3)(C).

The provisions of Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder shall apply in determining the timing of distributions from the non-spouse Beneficiary's Eligible Retirement Plan. This means that the entire amount must be distributed from the Eligible Retirement Plan within five (5) years of the date of the Participant's death if the direct rollover is made to the Eligible Retirement Plan after the last day of the Plan Year following the Plan Year during which the Participant died. Distribution from the non-spouse Beneficiary's Eligible Retirement Plan may extend beyond the five (5) year period following the Participant's date of death, only if the direct rollover is made no later than the last day of the Plan Year following the Plan Year in which the Participant's death occurs and the minimum distributions begin from the Eligible Retirement Plan under the life expectancy rule.

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

Section 6.09. Notification of Address. Each person entitled to a benefit under the Plan shall file with the Committee, from time to time, in writing, his post office address and each change of post office address, and neither the Committee nor the Trustee shall be obliged to search for or ascertain the location of any such person, except as otherwise required by law.

ARTICLE VII

SEVERANCE AND DISABILITY BENEFITS

Section 7.01. Severance Benefits.

(a) Upon attainment of Normal Retirement Age, a Participant shall be one hundred percent (100%) vested even if he has not severed employment. 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 plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service. 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 thereafter. Failure to so notify the Merit Board within five (5) years following the commencement date shall cause the benefit described herein to be forfeited.

A Participant who elects his benefit to be paid as provided in Section 7.01(a)(2) shall not be eligible to elect a lump sum settlement as described in Section 6.04 unless he is credited with at least twenty (20) years of Credited Service at his date of severance.

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) At any time prior to the application of Section 11.02,the Merit Board 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 plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service for the following reasons:

(1) Said Participant's dishonesty or misconduct which relates to his employment with the Employer, or

(2) Said Participant's admittance to or conviction of a felony and said Participant's felony occurred while the Participant was employed by the Department.

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 severance plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service. As of the date such aggregate amount of monthly payments equals the Participant's Net Amount of Contributions and transferred amount, the benefits shall cease. Notwithstanding the foregoing, a Participant who is eligible for the disability benefit hereunder may elect to receive such benefit as a lump sum payment of his Net Amount of Contributions plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service as of his date of severance from employment 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 not received his Net Amount of Contributions plus the transferred amount as provided in the first paragraph in Section 7.02(a) above and if he has completed less than five (5) years of Credited Service. The Participant shall be entitled to his Severance Benefit, if any, pursuant to the provisions of Section 7.01(a)(2) if he has completed five (5) or more years of Credited Service, with reduction for disability payments received that were equal to the amount transferred by the Participant (adjusted for interest pursuant to Section 3.05 for the purchase 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 except for the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service.

(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 after 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 (a) the Participant's Net Amount of Contributions plus (b) the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service, then the difference between such aggregate and (a) the Net Amount of Contributions plus (b) the transfer amount for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) shall be paid to such Beneficiary's estate in a lump sum. Any lump sum provided under this 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 an 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 plus the amount transferred by the Participant pursuant to Section 3.05 for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral). If a married Participant dies, 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. If the married Participant does **not** have a vested interest in the Plan, his Beneficiary shall also be entitled to the amount transferred by the Participant pursuant to Section 3.05 for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral).

(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.

ARTICLE IX

ADMINISTRATION

Section 9.01. Pension Committee. The Pension Committee was created with the approval of the Employer, the Merit Board and the Participants. The Employer, the Merit Board and the Participants are all represented on the Pension Committee. The purpose of the Pension Committee is to have one well informed and experienced committee that represents all of the above parties, and makes all of the decisions necessary to administer and oversee the benefits and investments of the Lake County Police Plans (Retirement Plan, Benefit Plan, Trust Agreement for the Retirement Plan and Supplementary Trust Agreement for the Benefit Plan).

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

Membership of Committee and Terms Of Office

The Pension Committee will consist of the following members:

- The Sheriff of Lake County (until his successor as Sheriff is sworn in);
- A Member of the Merit Board;
- Four members of the Sheriff's Department;
    1. Sheriff's Appointment (four (4) year term);
    2. Merit Board's Appointment (two (2) year term)
    3. Police Association Local No. 72 AFL-CIO (two (2) year term);
    4. Fraternal Order of Police Anton Lodge No. 125 (two (2) year term); and
- Seventh member chosen by secret ballot (three (3) year term).

In no event shall an individual Pension Committee member be allowed to hold more than one (1) membership concurrently. There is no requirement that each and every Pension Committee membership position be filled at all times.

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 Sheriff's Department will be selected by the Sheriff. A second (2nd) member from the Lake County Sheriff's 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. A third (3rd) member from the Lake County Sheriff's Department will be selected by the members of the Lake County Police Association Local No. 72 AFL-CIO, and the fourth (4th) member from the Lake County Sheriff's Department will be selected by the Fraternal Order of Police Anton Lodge No.

125. The seventh (7th) member will be chosen by secret ballot by a vote of the four (4) members of the Lake County Sheriff's Department. The position requires knowledge of or experience in pensions and/or investments, including previous experience as a member of the Pension Committee. In the even the four (4) members of the Department become deadlocked (in selecting the seventh (7th) member) the decision will be tabled until the next meeting. If a decision remains deadlocked for a second (2nd) meeting, selection of the seventh (7th) member will be decided by a formal vote of the active Participants. A formal vote is defined as:

An election to be held at a neutral location or the same location as a contested FOP or Union election would be (or has been) held. An official voting machine is to be used for the election.

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 and shall serve the remainder of the unfinished term. There is no limitation on the number of terms an individual eligible for membership may serve.

Procedures

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.

Meetings of the Pension Committee are to be held at times designated by its chairman. It is the intent of this Committee that meetings should be held no less frequently than quarterly. In the event that the Chairman has not scheduled a meeting within a six (6) month period, meeting dates shall be set by a quorum of the remaining committee members.

Duties, Powers and Responsibilities

The Pension Committee shall have the power and duty to do all things necessary or convenient to effect the intent and purposes of the Plan, not inconsistent with any of the specific provisions hereof, whether or not such powers and duties are specifically set forth herein and, not in limitation but in amplification of the foregoing, shall have power to:

(a) adopt rules governing its action and appoint officers;

(b) provide rules and regulations for the administration of the Plan, and from time to time, to amend or supplement such rules and regulations, including but not limited to actuarial procedures and tables;

(c) construe the Plan and Trust Agreement in its discretion regarding any issues arising under the Plan, including the eligibility for and amount of any benefits due to a Participant or Beneficiary; the 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 Committee decides in its discretion that the applicant is entitled to them.

(d) correct any defect or supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as it shall deem expedient to carry the same into effect, and the Committee shall be the sole and final judge of such expediency;

(e) determine all questions that shall arise under the Plan, including questions submitted by the Trustee, in all matters necessary for the Pension Committee to discharge its powers and duties;

(f) employ such counsel, consultants, auditors, actuaries and other specialists, who may also be employed by the Employer, and such clerical and other assistants as in the Pension Committee's judgment may be reasonable or necessary for the proper administration of the Plan;

(g) obtain information, conduct research, and recommend policies and/or changes regarding the Plan; and

(h) seek information from any source, including but not limited to McCready and Keene, Inc., and such companies are authorized to release information to the Pension Committee.

(i) seek input and make recommendations and/or decisions when requested to do so by the Merit Board, the Employer, the Trustee or Participants.

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.

ARTICLE 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. Contributions shall be made to the Trust Fund either by the Lake County Sheriff's Department through a general appropriation provided to the Department, a line item appropriation directly to the Trust Fund, or both. The minimum annual contribution by the Department must be sufficient, as determined by the pension engineers, to prevent deterioration in the actuarial status of the Trust Fund during the year.

Any forfeitures arising under this Plan must not be applied to increase the benefits that any Participant would otherwise receive under the terms of this Plan.

Section 10.02. Participant Contributions.

(a) Each Participant shall be required to make Participant contributions in the amount and for the period specified below:

(1) Prior to January 1, 2008, each Participant was required to contribute an amount equal to four percent (4%) of his monthly salary until the Participant attained his sixtieth (60th) birthday unless the Participant was permitted to continue his employment in accordance with Section 5.03, in which event the Participant ceased making contributions on the earlier of (i) the date he completed twenty (20) years of Credited Service or (ii) the date his Credited Service ended under the terms of the Plan. The final deduction shall occur in the pay check immediately following the later of the Participant's sixtieth (60th) birthday or the date he completed twenty (20) years of Credited Service.

(2) Effective to January 1, 2008 and prior to the first payroll in 2011, each Participant was required to contribute an amount equal to four percent (4%) of his monthly salary until the Participant attained his sixtieth (60th) birthday unless the Participant was permitted to continue his employment in accordance with Section 5.03, in which event the Participant ceased making contributions on the earlier of (i) the date he completed thirty-two (32) years of Credited Service or (ii) the date his Credited Service ended under the terms of the Plan. The final deduction shall occur in the pay check immediately following the later of the Participant's sixtieth (60th) birthday or the date he completed thirty-two (32) years of Credited Service.

(3) Effective with the first payroll in 2011, and prior to January 1, 2013, each Participant was required to contribute an amount equal to six percent (6%) of his monthly salary until the Participant attained his sixtieth (60th) birthday unless the Participant was permitted to continue his employment in accordance with Section

5.03, in which event the Participant ceased making contributions on the earlier of (i) the date he completed thirty-two (32) years of Credited Service or (ii) the date his Credited Service ended under the terms of the Plan. The final deduction shall occur in the pay check immediately following the later of the Participant's sixtieth (60th) birthday or the date he completed thirty-two (32) years of Credited Service.

(4) Effective January 1, 2013, each Participant is required to contribute an amount equal to six percent (6%) of his monthly salary. Any Participant who ceased making contributions because of the attainment of age sixty (60) or completion of thirty-two (32) years of Credited Service prior to January 1, 2013, shall again be required to contribute an amount equal to six percent (6%) of his monthly salary, effective January 1, 2013.

(5) 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.

(b) 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 plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service 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 plus the amount transferred pursuant to Section 3.05 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 holds the office of Sheriff on or after July 1, 2007.

ARTICLE XI

AMENDMENT AND TERMINATION

Section 11.01. Amendment. The Employer reserves the right to amend this Plan. The process for amending the Plan requires the recommendation of the Pension Committee and approval of the Employer, Merit Board and the County fiscal body. A retroactive amendment may not reduce or diminish any benefits to the extent protected by Indiana law.

Whereas, the sole purpose of this Plan shall be for the exclusive benefit of the Participants and their Beneficiaries, the Pension Committee shall propose and communicate amendments (effecting Participant benefits) to the Participants, the Employer and the Merit Board.

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 11.03.

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 plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.05 for the purchase of Credited Service.

(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 Sheriff's Department, the Merit Board, the County Council or the Pension Committee shall not be liable for the payment of any benefits to a Participant, his designated Beneficiary, or any other person.

Neither the Sheriff's 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.

ARTICLE XIII

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

TOP-HEAVY RULES

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 19 day of SEPTEMBER, 2013.

LAKE COUNTY SHERIFF'S DEPARTMENT

By ______________________

Approved and ratified at a meeting of the Lake County Sheriff's Merit Board on the 19 day of SEPTEMBER, 2013.

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 October, 2013.

COUNTY COUNCIL OF LAKE COUNTY

By ______________________

LAKE COUNTY

POLICE BENEFIT PLAN

(Restatement Effective July 1, 2013)

LAKE COUNTY POLICE BENEFIT PLAN

WHEREAS, the Lake County Sheriff's Department (hereinafter referred to as the "Employer") wishes to establish the Lake County Police Benefit Plan (hereinafter referred to as "Plan") to be a continuation and complete restatement of Lake County Police Plan, originally effective January 1, 1962, and last amended by an entireties amendment, effective July 1, 2008; and

WHEREAS, the funds of the Plan are to continue to be held pursuant to the terms of the Contract with the Insurer;

NOW, THEREFORE, the revised Plan is hereby established effective January 1, 2013, as set forth herein.

ARTICLE I
DEFINITIONS

Section 1. "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.

Section 2. "Beneficiary" means, with respect to any benefit payable under this Plan, the beneficiary named by the Participant in writing to the Pension 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.

ARTICLE II
<u>ELIGIBILITY</u>

Any person employed by the Employer who is a County Policeman or Sheriff (hereinafter referred to as an "Employee"), as such terms are used in Indiana Code, Section 36-8-10, shall be eligible for the benefits provided herein only during such period of employment when he is participating in the Lake County Police Retirement Plan (hereinafter referred to as the "Retirement Plan").

ARTICLE III
BENEFITS

Section 1A. Disability for Participants hired before December 1, 2004. If an eligible Employee becomes disabled, as defined herein, he shall be entitled to receive a monthly disability benefit payable for the life of the Participant and an expense reimbursement under the terms of this Plan.

A Participant shall be considered disabled if he has a medically determinable mental or physical condition which, in the judgment of the Merit Board established under the Retirement Plan, renders the Participant unable to engage in any substantial gainful activity and is expected to result in death or to last for 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 will be based on guidelines it has adopted. The Pension Committee shall review the Disability status of all Participants who are receiving any Disability benefits pursuant to guidelines adopted by the Merit Board.

To qualify for a disability benefit under this Plan, the Participant may not have declined any offers for employment by the Employer within the Department made after the Participant applied for disability. In the event a Participant has declined such offers of employment, his termination of employment shall not be considered a disability.

The disability benefit of such eligible Employee under this Plan shall be a monthly benefit based on a formula adopted by the Merit Board and shall not exceed the pension benefit to which he would otherwise be entitled at normal retirement age under the provisions of the Retirement Plan computed as of the last date such Employee is included on the payroll of the Employer and based upon his salary in effect as of such date and Credited Service projected to his Normal Retirement Date. A disabled Employee shall be allowed to have minimal income as a result of employment outside the Department. If the disabled Employee's earned income exceeds the minimum set by the Merit Board, the amount of the disability benefit under this Plan shall be reduced, pursuant to guidelines adopted by the Board. The disability benefit shall begin on the first day of the first month following his termination of employment because of disability and shall cease upon the earlier of his recovery from disability or his death.

If the disability was incurred in the line of duty, the disability benefit of such eligible Employee under this Plan shall be a monthly benefit based on the provisions of the Retirement Plan computed as of the last date such Employee is included on the payroll of the Employer and based upon his salary in effect as of such date and it shall be assumed that the Participant had completed thirty-two (32) years of Credited Service. The disability benefit shall begin on the first day of the first month following his termination of employment because of disability and shall cease upon the earlier of his recovery from disability or his death.

The disability expense reimbursement shall be for the actual medical expenses incurred due to such eligible Employee's disability. The payment of disability expense reimbursement to which an eligible Employee may be entitled will be based upon guidelines established by the Merit Board. If a disabled Employee should die pending the settlement of a disability expense reimbursement, the amount which would have been paid to such eligible Employee shall be paid to his Beneficiary.

The amount of the disability payments and/or expense reimbursement paid to a disabled Employee under the terms of this Plan shall be reduced by any amount paid under Workmen's Compensation to such disabled Employee.

The disability pension benefit payable under this Plan is in addition to the disability retirement benefit, if any, provided to the Participant under the Lake County Police Retirement Plan.

Section 1B. Disability for Participants hired on or after December 1, 2004. If an eligible Employee becomes disabled, as defined herein, he shall be entitled to receive a monthly disability benefit and an expense reimbursement under the terms of this Plan.

A Participant shall be considered disabled if he has a medically determinable mental or physical condition which, in the judgment of the Merit Board established under the Retirement Plan, renders the Participant unable to engage in any substantial gainful activity and is expected to result in death or to last for 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 it has adopted. The Pension Committee shall review the Disability status of all Participants who are receiving any Disability benefits pursuant to guidelines adopted by the Merit Board.

To qualify for a disability benefit under this Plan, the Participant may not have declined any offers for employment by the Employer within the Department made after the Participant applied for disability. In the event a Participant has declined such offers of employment, his termination of employment shall not be considered a disability.

The disability benefit of such eligible Employee under this Plan shall be a monthly benefit based on the provisions of the Retirement Plan computed as of the last date such Employee is included on the payroll of the Employer and based upon his salary in effect as of such date and Credited Service as described herein.

If the actual years of Credited Service for the Participant with a disability not incurred in the line of duty are less than twenty (20) and the Participant has not yet attained age sixty (60), then the disability benefit shall be the vested monthly benefit as described in Section 7.01(a)(2) of the Lake County Police Retirement Plan based on the following vesting schedule:

Years of Credited Service	Applicable Percentage
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%

If the disability was incurred in the line of duty, it shall be assumed that the Participant had completed thirty-two (32) years of Credited Service.

A disabled Employee shall be allowed to have a minimal income as a result of employment outside the Department. If the disabled Employee's earned income exceeds the minimum set by the Merit Board, the amount of the disability benefit under this Plan shall be reduced, pursuant to guidelines adopted by the Board. The disability benefit shall begin on the first day of the first month following his termination of employment because of disability and shall cease upon the earlier of his recovery from disability or his death.

The disability expense reimbursement shall be for the actual medical expenses incurred due to such eligible Employee's disability. The payment of disability expense reimbursement to which an eligible Employee may be entitled will be based upon guidelines established by the Pension Committee. If a disabled Employee should die pending the settlement of a disability expense reimbursement, the amount which would have been paid to such eligible Employee shall be paid to his Beneficiary.

The amount of the disability payments and/or expense reimbursement paid to a disabled Employee under the terms of this Plan shall be reduced by any amount paid under Workmen's Compensation to such disabled Employee.

The disability pension benefit payable under this Plan is in addition to the disability retirement benefit, if any, provided to the Participant under the Lake County Police Retirement Plan.

Section 2. Options. In lieu of the monthly form of benefit payment payable for the Participant's life specified in Section 1A and 1B, the Participant may elect upon written notice to the Merit Board at any time prior to the commencement of his disability benefit to receive the Actuarial Equivalent of the disability benefit under one of the following options.

(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.

Section 3. Insurance. Each eligible Employee, other than an eligible Employee who is receiving a disability benefit under Section 1 of this Article but is not considered totally and permanently disabled under the terms of the life insurance contract, shall be insured by a life insurance contract in the face amount of twenty-five thousand dollars ($25,000), with a matching amount of accidental death insurance. The Employer shall purchase or direct the Trustee to purchase and maintain the necessary insurance contracts from a legal reserve insurance company.

The life insurance contract shall contain a disability provision that in the event of total and permanent disability, the insured may elect (1) to receive the sum of fifteen thousand dollars ($15,000) in equal monthly installments for five (5) years, with a benefit of ten thousand dollars ($10,000) payable at his death or (2) to have a benefit of twenty-five thousand dollars ($25,000) payable at his death.

Section 4. Dependents.

(a) Only dependents set forth in either classification (1) or (2) below shall be eligible to receive a dependent's pension benefit:

(1) dependents (surviving spouse, dependent children or dependent parent) of a former Participant when such Participant dies from any cause after retiring and becoming eligible to receive any Early Retirement Benefit, Normal Retirement Benefit, Late Retirement Benefit or Disability Retirement Benefit under the Retirement Plan; or

(2) dependents (surviving spouse, dependent children or dependent

parent) of a Participant who is killed in the line of duty, or whose death is a result of action in the line of duty, or who shall die from any cause being actively employed as a County Policeman.

The monthly benefit payable to such Employee's surviving spouse or dependent parents shall be an amount equal to five hundred dollars ($500) per month with the last monthly payment being the payment just prior to the surviving spouse's death or just prior to the dependent parent's death, if applicable. In addition, for each dependent child of such Employee, there shall be payable a monthly benefit equal to one hundred dollars ($100) with the last monthly payment being the payment just prior to the child's eighteenth (18th) birthday. The amount paid on behalf of a dependent child shall be paid to the dependent spouse unless the Pension Committee designates a different recipient for such benefits.

In order to be eligible for a benefit under this Section 3, the surviving spouse of an eligible Employee or retired Participant must have been married to the eligible Employee or retired Participant at the time of his retirement or at the time of his death while actively employed as a County Policeman.

(b) A surviving spouse who is receiving a dependent's pension benefit under (a), 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 subsection. Such cost of living adjustment shall not apply to any benefit other than the benefit payable under Section 4(a) to a surviving spouse.

The cost of living adjustment for a payment Calendar Year shall be a percentage increase in the eligible surviving spouse'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.

ARTICLE IV
ADMINISTRATION

This Plan shall be administered by the Employer for the exclusive benefit of those eligible Employees participating hereunder. A Pension Committee shall be formed as provided under Section 9.01 of the Retirement Plan, and the Pension Committee shall have similar duties with regard to both the Benefit Plan and the Retirement Plan. The Employer shall, by written direction, authorize the Trustee to make the necessary payments to any eligible Employee, insurance company, or beneficiary, and to pay the necessary expenses of the administration of the Plan. The Employer also reserves the right to amend this Plan by appropriate action.

Notwithstanding any provisions of this Plan to the contrary, the individual members of the Sheriff's Department, the Merit Board, the Pension Committee, or the County Council, shall not be liable for the payment of or loss of any benefits to an eligible Employee, his designated beneficiary or any other person; and the benefits created herein shall be contingent upon sufficient annual contributions being made by the County as a result of annual appropriations by the County Council.

Any legal reserve life insurance company issuing contracts to provide benefits under the terms of this Plan shall not be considered a party to this Plan nor shall such insurance company be bound by any of the provisions contained herein. The terms and conditions of any insurance contract issued hereunder shall be conclusive in determining the rights of any eligible Employees to the benefits as set forth in such contract.

The benefits payable under Article III of this Plan are in addition to any disability or death benefits provided to participants under the Retirement Plan.

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 19th day of SEPTEMBER, 2013.

LAKE COUNTY SHERIFF'S DEPARTMENT

By ____________________

Approved and ratified at a meeting of the Lake County Sheriff's Merit Board on the 19 day of SEPTEMBER, 2013.

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 October, 2013.

COUNTY COUNCIL OF LAKE COUNTY

By ____________________

In the Matter of Resolution Honoring Crown Point 13 Year Old Babe Ruth Team – Indiana State Champions.

Strong made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter Resolution Honoring Crown Point 15 Year Old Babe Ruth Team-Indiana State Champions.

Strong made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter of Resolution Honoring Crown Point 12U Team Cal Ripken Major 60 – World Series Champions.

Strong made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes", except Frankllin, "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter of Resolution Honoring Crown Point 16-18 Year Old Babe Ruth Team – Indiana State Champions.

Strong made a motion, seconded by Dernulc to defer to 11-12-13. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter of Over Ride Commissioner's Veto of Resolution No. 13-69, to approve Temporary Loan from the Sheriff's Pension Trust Fund, Fund no 287 to the Commissary Payroll Pass Thru Fund, Fund No. 332

Cid made a motion, seconded by Prince to approve overriding the Commissioner's Veto.

Strong said, Sheriff, I've said this before, but I just don't like borrowing from Pension Funds. It just sends up all kinds of red flags to me, but my understanding is, that currently the Commissary fund, is having some difficulties, and you are going to have to pay the Sheriff Pension Trust Fund back, from the Commissary, and if the Commissary can't support that then what happens?

Sheriff Buncich said, we will be able to pay it back, we are already in the process of paying it back. Before anything was approved, or agreed to with this temporary move in the fund, we made certain that the Pension Fund was not shorted, and all the monies were properly appropriated for 2013. Our Pension Management Team analyzed everything, went over it, and found that everything was in order, that all the funds were appropriated for 2013. There is a lot of misconception, a lot of untruths being circulated that the Pension Fund was being borrowed from, Sheriff Buncich said, not the case, and it was attested to by Mr. Dilts, our Pension Management Manager. Correspondence was sent out to every participant, and I'd be happy to furnish you with a copy of that. Sheriff Buncich said, at no time would I ever jeopardize the Plan.

Strong asked the Sheriff, did you run this by the rank and file?

Sheriff Buncich answered, yes I did.

Strong asked did they have an issue with it?

Sheriff Buncich answered, no they did not. When it was spelled out, again, there were a lot of misconceptions, a lot of individuals who didn't know what they were talking about.

Bilski asked the Sheriff to give it to Attorney Szarmach so he could give a quick overlay.

Attorney Szarmach said that the Sheriff' Pension Trust Fund number 287 is basically a reservoir for the $13 dollar Service Fee, and I think the $200 dollar Mortgage Foreclosure Fee, I think they both go in.

So you have $13 dollars for a service deposit in that particular fund. Now that does not fund the Pension obligation for the County. By Statute, the Pension obligation is funded by the general fund, it's tax revenues, miscellaneous revenue, whatever happens to be in there.
This Pension Trust Fund # 287 is a very, very small drop in the bucket, for the Pension obligation. You could have named, by statute, for that $13 dollars, you have to call it the Sheriff Pension Trust Fund, or you could call it the Sheriff' Dog and Cat Fund. You can call it anything you wanted service fund, and it wouldn't really matter. Even if you had zero money in there, the main obligation by statute is from the general fund, which we've been doing for decades. This comes out of the general fund.

Attorney Szarmach said, the use of the word Pension, he believes raises a lot of red flags.

Sheriff Buncich said, yes, it's a misconception. He also said, if you will recall, it was through our efforts with the Sheriff and the Pension Board, that we started to adhere to the law for the $13 dollar collection of fees. There are two $13 dollar fees that are collected out there. Every service of paper, $13 dollars is collected. One basic $13 dollars, and another $13 dollars if 7 people are served on the same case, so 7 time $13, so it just generates additional revenue.

Attorney Szarmach said, correct, and it helps support the Pension.

Strong asked, are you committing that you are going to be able to pay this back out of that fund?

Sheriff Buncich answered, yes.

All voted "Yes", except Strong, "No". Motion to override veto carried 6-yes, 1-no.

In the Matter of Resolution Establishing a Lake County School Safety Commission

NO ACTION TAKEN.

In the Matter of Ordinance Establishing the Juvenile Secured Detention Alternative Fund, Fund No. 389.

Prince made a motion, seconded by Hamm to approve on First Reading. All voted "Yes". Motion to approve on First Reading carried 7-0.

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

Prince made a motion, seconded by Dernulc to approve on Second Reading. All voted "Yes". Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1365A

ORDINANCE ESTABLISHING THE JUVENILE SECURED DETENTION ALTERNATIVE GRANT FUND, FUND NO. 389, A NON-REVERTING FUND

WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

WHEREAS, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and

WHEREAS, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and

WHEREAS, the Lake Superior Court, Juvenile Division has been awarded a grant from the Indiana Department of Corrections entitled "Juvenile Secured Detention Alternative Grant" in the sum of One Hundred Fifty-Six Thousand Seven Hundred Forty-Seven and 21/100 ($ 156,747.21) Dollars to provide secure detention alternative programs; and

WHEREAS, the Lake County Council desires to create a Juvenile Secured Detention Alternative Grant Fund for the Lake Superior Court, Juvenile Division, for the deposit of One Hundred Fifty-Six Thousand Seven Hundred Forty-Seven and 21/100 ($ 156,747.21) Dollars from the Indiana Department of Corrections.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Juvenile Secured Detention Alternative Grant Fund, Fund No. 389, a non-reverting fund, is established for the deposit of One Hundred Fifty-Six Thousand Seven Hundred Forty-Seven and 21/100 ($156,747.21) Dollars from the Indiana Department of Corrections for secure detention alternative programs.

2. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.

3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake Superior Court, Juvenile Division's Juvenile Secured Detention Alternative Grant Fund, Fund No. 389.

SO ORDAINED THIS 8th DAY OF OCTOBER, 2013.

TED F. BILSKI, President

CHRISTINE CID

DANIEL E. DERNULC

JEROME A. PRINCE

ELSIE FRANKLIN

ELDON STRONG

DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance of the Lake County Council Concerning the Funding of Capital Improvement Projects by the Board of Park and Recreation Through the Issuance and Sale of General Obligation Bonds.

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

Strong mentioned that several weeks ago, Strong had the opportunity to ride around with Bob Nickovich, and Larry Klein. They took him to all of the Parks in the northern part of the County, and Strong said, he was very impressed with the things that they have done, and with the things that they have going on, however, Strong said he is asking to do a $3 million dollars Bond, and Strong said as his understanding is, right now currently, there's still $26 million dollars in bonds out from the Parks, so we are asking to add onto that, we currently pay about $2.5 million dollars in annual bond payments. By doing this bond, this is going to cause more circuit breaker credit, which is going to result in less collection, and I just think this year, especially, with passing this income tax. We don't do anything that's going to increase that circuit breaker. I want to keep it reduced. I want to keep working towards reducing…. I support the Program, I support what you're doing, you guys are doing a wonderful job. I just don't think this is the time to be doing this. I just think it's bad timing, and I think we need to look within ourselves, maybe for some of the work that you want to do. I'm not exactly sure what water features mean, maybe you can explain that to me, but the point being, I just don't think that this is the time to be doing this kind of stuff. I think we need to get settled on the Income Tax thing, I think we need to get settled to know exactly how much we've got coming in, and then maybe we can start to look at this. I just think it's bad timing. I support what you're doing, you are doing a great job, I just think this is bad timing.

Prince said he respects what Eldon is saying, but in light of all of the burdening that's been taking place, this kind of goes along with your comments, all of those wonderful things that have taken place, has done so, with the existing financial structure, but presently, and you know as well as I do, which is one of the reasons why we passed the Income Tax, that we didn't have the revenue to even continue our current operations and I also had an opportunity to ride around with Bob, and examine some of the Parks, and what I observed was a degree of deferred maintenance, so to your point, this certainly will add to the rate, and Prince said, but I think from a comparative perspective, a third of a cent, it would be worth it for us in the long run to go ahead and incur that expense now, rather than to continually defer the maintenance, which would cost us more, in the long run, and to your point, in terms of them being able to do some of the stuff in-house, that's one of the reasons why the bond that he is requesting, is only in the amount of $3 million dollars. Prince said, as I understand it, and the point that he is making is that a great amount of the work is actually done, in-house, or using existing personnel from the Parks Department.

Bilski said time is of the essence here, because we do need to get these maintenance programs started, we do need to get the funding source in place for them. We are under a Spring deadline here, it is seasonal operations, and we need to get this rolling, I believe, to prepare for the 2014 season, and to be able to address those issues now, throughout this spring and hopefully be open where it doesn't cost us our loss of revenues coming into our Parks by the maintenance and the service not being completed.

(Bob Nickovich is speaking, but he isn't at the microphone, therefore what he is saying is inaudible).

Strong responded by saying that he wanted to make it clear that they do a great job, but this is not the time to be doing this, especially with us just passing this Income Tax. I realize it's going to be a minimal impact, but keep doing minimal impacts, and pretty soon we are right back to passing another Income Tax. Strong said, I just can't support this. $600,000 dollars for contingencies, to me that's $600,000 dollars for "what ifs'), and I need better explanations for $600,000 dollars worth of contingencies.

Bob said I could provide that to you. He gave explanations, but again, he was not at the microphone, so it was inaudible.

All voted "Yes", except Dernulc, and Strong, "No". Motion to approve on First Reading carried 5-yes, 2-no.

Hamm made a motion, seconded by Franklin to Suspend Rules. All voted "Yes". Motion to Suspend Rules carried 7-0.

Hamm made a motion, seconded by Franklin to approve on Second Reading. All voted "Yes", except Dernulc, and Strong, "No". Motion to approve on Second Reading carried 5-yes, 2-no.

ORDINANCE NO. 1365B

ORDINANCE OF THE LAKE COUNTY COUNCIL CONCERNING THE FUNDING OF CAPITAL IMPROVEMENT PROJECTS BY THE BOARD OF PARK AND RECREATION THROUGH THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS

WHEREAS, the Lake County Park District (the "District") located in the County of Lake, State of Indiana (the "County") is a park district created under the laws of the State of Indiana and the ordinances of the County of Lake; and

WHEREAS, the Board of the Park and Recreation District (the "Board") of the County has determined to issue general obligation bonds in an amount not to exceed Three Million ($3,000,000.00) Dollars to fund certain capital improvements as more particularly described in the Declaratory Resolution adopted by the Board on August 14, 2013, and modified and confirmed on September 18, 2013 (collectively, the "Projects"); and

WHEREAS, pursuant to I.C. 6-1.1-17-20.5(e) and I.C. 36-10-3-25(c), the Board of the Park and Recreation District of Lake County may not issue bonds unless it obtains approval from the Lake County Council; and

WHEREAS, the County Council of the County (the "Council") is authorized to approve the issuance of obligations of the District by the Board.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

The Lake County Council hereby approves the issuance of general obligation bonds of the District by the Board in an amount not to exceed Three Million ($3,000,000.00) Dollars to apply to the cost of the project.

SO ORDAINED THIS 8th DAY OF OCTOBER, 2013.

TED F. BILSKI, President

CHRISTINE CID

ELSIE FRANKLIN

~~DANIEL E. DERNULC~~

ELDON STRONG

JEROME A. PRINCE

DAVID HAMM

Members of the Lake County Council

In the <u>Matter of Stormwater Management and Clean Water Regulations Ordinance of Lake County Indiana</u>

Prince made a motion, seconded by Hamm to approve on First Reading. All voted "Yes". Motion to approve on First Reading carried 7-0.

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

Prince made a motion, seconded by Dernulc to approve on Second Reading. All voted "Yes". Motion to approve on Second Reading carried 7-0.

(Exhibit "A" is on file in the Auditor's Office)

ORDINANCE NO. 1365C

LAKE COUNTY STORM WATER MANAGEMENT ORDINANCE

WHEREAS, on April 11, 2006, the Lake County Council adopted the Stormwater Management and Clean Water Regulations Ordinance of lake County, Indiana, Ordinance No. 1274A; and

WHEREAS, Indiana counties are required to adopt new storm water management ordinances to comply with the requirements of Phase II of the National Pollution Discharge Elimination System Program (FR Doc. 99-29181) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management's Rule 13 (327 IAC 15-13), and the Indiana Department of Environmental Management's Rule 5 (327 IAC 15-5); and

WHEREAS, the Lake County Council desires to adopt a new Storm Water Management Ordinance in compliance with the above regulations (Exhibit "A") and repeal the prior Ordinance, Ordinance No. 1274A.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Storm Water Management Ordinance attached hereto and made a part hereof entitled Lake County Storm Water Management Ordinance (Exhibit "A") is adopted as hereinafter set out.

2. That Ordinance No. 1274A is hereby rescinded and repealed.

SO ORDAINED THIS 8TH DAY OF OCTOBER, 2013.

TED F. BILSKI, President

CHRISTINE CID

DANIEL E. DERNULC

JEROME A. PRINCE

ELSIE FRANKLIN

ELDON STRONG

DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Creating the Lake County School Safety Commission – Second Reading

Cid made a motion, seconded by Strong to approve on Second Reading. All voted "Yes". Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1365D

Ordinance Creating the
Lake County School Safety Commission

WHEREAS, Indiana Code 5-2-10.1-10 allows counties within the State of Indiana to establish county school safety commissions; and

WHEREAS, safety in the schools of Lake County is of vital importance to the residents of Lake County; and

WHEREAS, a collaborative undertaking among the Lake County school corporations, police agencies, juvenile courts, prosecuting attorney's offices, and other representative agencies is essential to forming and implementing a comprehensive safety plan for the school corporations of Lake County; and

WHEREAS, for the foregoing reasons, it is desirable to create the Lake County School Safety Commission.

WHEREAS, the creation of a Lake County School Safety Commission is necessary to seek matching grants through the Indiana School Safety Fund, pursuant to Indiana Code 10-21-1-2, to enable school corporations and charter schools to establish programs under which a school corporation or a charter school (or a coalition of schools) may:
(1) employ a school resource officer or enter into a contract or a memorandum of understanding with a:
(A) local law enforcement agency;
(B) private entity; or
(C) nonprofit corporation;
to employ a school resource officer;
(2) conduct a threat assessment of the buildings within a school corporation or operated by a charter school; or
(3) purchase equipment and technology to:
(A) restrict access to school property; or
(B) expedite notification of first responders.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

SECTION 1. CREATION OF THE LAKE COUNTY SCHOOL SAFETY COMMISSION

Pursuant to Indiana Code 5-2-10.1-10, there is hereby established the Lake County School Safety Commission.

SECTION 2. DEFINITIONS

A. **"Commission"** refers to a county school safety commission as established under Indiana Code 5-2-10.1-10 (Indiana Code 5-2-10.1-0.3).

B. **"Fund"** refers to the Indiana safe schools fund as established under Indiana Code 5-2-

10.1 and Indiana Code 10-21-1. (Indiana Code 5-2-10.1-1).

C. **"Institute"** refers to the Indiana criminal justice institute established under Indiana Code 5-2-6. (Indiana Code 5-2-10.1-1.5).

D. **"Safety plan"** refers to any school safety plan required by the Indiana State Board of Education. (Indiana Code 5-2-10.1-1.7).

E. **"ADM"** refers to the average daily membership determined pursuant to Indiana Code 20-43-4-2.

F. **"Commission"** refers to the County School Safety Commission as established by this Ordinance and pursuant to Indiana Code 5-2-10.1-10.

G. **"School Safety Specialists"** refers to the designation by each school corporation in accordance with each school corporation's policy.

H. **"County"** refers to Lake County, Indiana.

I. **"School Safe Haven Program"** refers to a school program established and operated by a school where the school must be open to students of the school before and after normal operating hours and where the program operates with a plan to reduce alcohol, tobacco or drug abuse; reduce violent behavior; or promote educational progress. (Indiana Code 5-2-10.1-8).

J. **"Charter School"** refers to a school as defined in Indiana Code 20-24-1-4.

SECTION 3. GENERAL SCOPE AND INTENT

By the creation of a County School Safety Commission, Lake County shall have access to matching grants from Indiana School Safety Fund, pursuant to Indiana Code 10-21-1-2, and with the intent to provide grants to school corporations and charter schools to establish programs under which a school corporation or a charter school (or a coalition of schools) may:
(1) employ a school resource officer or enter into a contract or a memorandum of understanding with a:
  (A) local law enforcement agency;
  (B) private entity; or
  (C) nonprofit corporation;
  to employ a school resource officer;
(2) conduct a threat assessment of the buildings within a school corporation or operated by a charter school; or
(3) purchase equipment and technology to:
  (A) restrict access to school property; or
  (B) expedite notification of first responders.

SECTION 4. LAKE COUNTY SCHOOL SAFETY COMMISSION; MEMBERS; DUTIES

A. MEMBERS OF LAKE COUNTY SCHOOL SAFETY COMMISSION

In accordance with Indiana Code 5-2-10.1-10, there is created the Lake County School Safety Commission which shall consist of the following members:

(1) The school safety specialist for each school corporation located in whole or in part in Lake County.
 (a) school corporation, and
 (b) charter school
 located in whole or in part in Lake County

(2) The Judge of the Lake Superior Court, Juvenile Division in Lake County, Indiana or the Judge's designee.

(3) The Lake County Sheriff or the Sheriff's designee.

(4) The chief officer of every other law enforcement agency in Lake County, or the chief officer's designee.

(5) A representative of the juvenile probation system, appointed by the judge described under subdivision (2).

(6) Representatives of community agencies that work with children within Lake County.

(7) A representative of the Indiana state police district that serves Lake County.

(8) A representative of the Prosecuting Attorneys Council of Indiana who specializes in the prosecution of juveniles.

(9) A representative of the parochial schools located in Lake County selected by the Lake County School Safety Commission.

(10) A representative of the private (non-parochial) schools located in Lake County selected by the Lake County School Safety Commission.

(11) Other appropriate individuals selected by the Lake County School Safety Commission.

B. DUTIES OF LAKE COUNTY SCHOOL SAFETY COMMISSION

(1) For the initial meeting only of the Commission, the School Safety Specialist of the school corporation having the largest ADM in the County as determined in the fall count of ADM in the school year ending in the current calendar year, shall convene the initial meeting.

(2) Thereafter, the members shall perform the following duties:

(a) Annually elect a chairperson. The chairperson shall be elected at the first meeting of each calendar year, except for the first year the Commission is in existence;

(b) Perform a cumulative analysis of school safety needs within the Lake County;

(c) Coordinate and make recommendations for the following:

(i) Prevention of juvenile offenses and improving the reporting of juvenile offenses within the schools;

(ii) Proposals for identifying and assessing children who are at high risk of becoming juvenile offenders;

(iii) Methods to meet the educational needs of children who have been detained as juvenile offenders;

(iv) Methods to improve communications among agencies that work with children;

(v) Methods to improve security and emergency preparedness;

(vi) Additional equipment or personnel that are necessary to carry out safety plans; and

(vii) Any other topic the Commission considers necessary to improve school safety within the school corporations, including public, charter, parochial or private schools, within the Committee's jurisdiction;

(d) Provide assistance to the School Safety Specialists on the Commission in developing and requesting grants for safety plans;

(e) Provide assistance to the School Safety Specialists on the Commission in developing and requesting grants for the participating school corporations and charter schools in developing and requesting grants for school safe haven programs under Indiana Code 5-2-10.1-7;

(f) Assist each participating school corporation, including public, charter, parochial or private school in carrying out its schools' safety plans.

SECTION 5. APPROVAL FOR ACTIONS BY LAKE COUNTY SCHOOL SAFETY COMMISSION

The affirmative votes of a majority of the voting members of the Commission are required for the Commission to take action on a measure.

SECTION 6. RECEIPT OF SCHOOL SAFETY PLANS

The Commission shall receive the school safety plans described in Indiana Code 20-26-18.2-2(c) for all schools and school corporations located in Lake County, including public, charter, parochial, and private.. The Commission may share the school safety plans with law enforcement agencies.

SO ORDAINED THIS 8th DAY OF OCTOBER, 2013.

Lake County Council

TED F. BILSKI, President

CHRISTINE CID

ELSIE FRANKLIN

DANIEL E. DERNULC

ELDON STRONG

JEROME A. PRINCE

DAVID HAMM

Public Portion

Mr. Thomas Ostrowski, a citizen of Crown Point had questions regarding the 911.
Wayne Weitbrock, a citizen of Lowell made comments.

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