

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, David Hamm, Elsie Franklin, Jamal Washington, Daniel Dernulc, Christine Cid, and Eldon Strong, County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of Minutes of September 8, 2015

Hamm made a motion, seconded by Dernulc to defer to 11-10-15. The majority voted "Yes". Motion to defer carried 7-0.

**ORDINANCE NO. 1389**

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 make during the year unless otherwise expressly stipulated and provided by law.

	Appropriation Requested	Appropriated
Gambling Adm Tax Fund 196		
<u>Court Administrator</u> 3910		
42130 Law Books	\$ 30,000.00	\$ 30,000.00
<u>Public Defender</u> 4002		
43190 Other Professional Service	\$ 80,000.00	\$ 80,000.00
L.C. Animal Shelter Non-Reverting Fund 163		
<u>Animal Control</u> 3200		
43995 Other Services & Charges	\$ 20,000.00	\$ 20,000.00
JAG Grant Fund 262		
<u>Sheriff</u> 1011		
(2015 JAG Grant)		
Create New Line		
41190 Part-Time	\$ 5,000.00	\$ 5,000.00
41220 FICA	\$ 500.00	\$ 500.00
41230 PERF	\$ 150.00	\$ 150.00
41260 Workman's Comp	\$ 200.00	\$ 200.00
41390 Supplemental Pay	\$ 500.00	\$ 500.00
42410 Other Supplies	\$ 35,000.00	\$ 35,000.00
43190 Other Professional Service	\$ 20,790.00	\$ 20,790.00
43195 Contractual Services	\$ 1,000.00	\$ 1,000.00
44490 Other Equipment	\$ 87,000.00	\$ 87,000.00
Sheriff's VOCA Grant Fund 280		
<u>Sheriff</u> 0500		
42410 Other Supplies	\$ 750.00	\$ 750.00
43190 Other Professional Service	\$ 2,250.00	\$ 2,250.00
Sheriff's Pension Trust Fund 287		
<u>Sheriff</u> 0500		
41235 Merit Retirement	\$ 204,000.00	\$ 204,000.00
L.C. Community Corrections Fund 391		
<u>Detention Center</u> 4200		
43715 Equipment Leasing	\$ 24,999.02	\$ 24,999.02
Non-Reverting Self Insurance Fund 541		
<u>Commissioners</u> 2900		
43420 Insurance	\$3,000,000.00	\$3,000,000.00

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
<u>Detention Center</u> 4200		
From: 001-43620 Equipment Repair	\$ 1,000.00	
To: 001-43710 Equipment Rental	\$ 1,000.00	\$ 1,000.00
<u>Ross Township Assessor</u> 1700		
From: 001-41190 Part-Time	\$ 2,000.00	
To: 001-41210 Longevity	\$ 100.00	\$ 100.00
001-43235 Travel-Mileage	\$ 1,900.00	\$ 1,900.00
<u>Sheriff</u> 0500		
Public Safety CAGIT Fund 010		
From: 010-41140 Protective Service	\$ 4,000.00	
To: 010-41190 Part-Time	\$ 3,000.00	\$ 3,000.00
010-41260 Workman's Comp	\$ 1,000.00	\$ 1,000.00
<u>Sheriff</u> 0500		
From: 001-41140 Protective Services	\$ 25,000.00	
001-41338 Proficiency/Specialty	\$ 30,000.00	
001-41339 Clothing	\$ 30,000.00	
To: 001-41130 Technicians	\$ 3,500.00	\$ 3,500.00
001-41329 Board Member Per Diem	\$ 1,000.00	\$ 1,000.00
001-42220 Garage & Motors	\$ 40,000.00	\$ 40,000.00
001-43240 Telephone	\$ 15,500.00	\$ 15,500.00
001-43620 Equipment Repair	\$ 25,000.00	\$ 25,000.00
<u>Sheriff</u> 0500		
Sheriff's Program & Service Fund 289		
From: 289-41338 Proficiency/Specialty	\$ 3,500.00	
To: 289-41220 FICA	\$ 3,500.00	\$ 3,500.00
<u>Sheriff</u> 0500		
Sheriff's Towing & Franchise Fee Fund 290		
From: 290-41140 Protective Service	\$ 8,000.00	
To: 290-41220 FICA	\$ 2,000.00	\$ 2,000.00
290-41240 Group Insurance Deduction	\$ 6,000.00	\$ 6,000.00
<u>Sheriff</u> 0500		
L.C. Sex Offender's Fund 275		
From: 275-41190 Part-Time	\$ 40.00	
To: 275-41260 Workman's Comp	\$ 40.00	\$ 40.00
<u>Weights &amp; Measures</u> 2800		
Weights & Measures User Fee Fund 255		
From: 255-43620 Equipment Repair	\$ 400.00	
255-43630 Maintenance & Serv Contr	\$ 450.00	
To: 255-43992 Refunds & Fines	\$ 850.00	\$ 850.00
<u>Weights &amp; Measures</u> 2800		
From: 001-43232 Travel-Meals	\$ 257.00	
To: 001-41396 PERF Supplement	\$ 257.00	\$ 257.00
<u>Surveyor</u> 0600		
Corner Perpetuation Fund 167		
From: 167-41190 Part-Time	\$ 7,224.00	
To: 167-41380 Seasonal Employees	\$ 7,224.00	\$ 7,224.00
<u>Public Defender</u> 4002		
From: 001-41331 Court Reporter Per Diem	\$ 24,000.00	
To: 001-43190 Other Professional Service	\$ 24,000.00	\$ 24,000.00
<u>Auditor</u> 0200		
Ineligible Deduction Fund 329		
From: 329-41190 Part-Time	\$ 1,000.00	
To: 329-41260 Workman's Comp Ded	\$ 1,000.00	\$ 1,000.00
<u>Auditor</u> 0200		
From: 001-41160 Office & Clerical	\$ 920.00	
To: 001-41210 Longevity	\$ 920.00	\$ 920.00
<u>Clerk</u> 0100		
From: 001-41110 Officials & Admin	\$ 677.00	
001-41160 Office & Clerical	\$ 38,000.00	
001-43231 Travel-Registration	\$ 300.00	
001-43232 Travel-Meals	\$ 200.00	
001-43233 Travel-Lodging	\$ 300.00	
001-43234 Travel-Trans/Other	\$ 300.00	
001-43235 Travel-Mileage	\$ 200.00	
001-43630 Maintenance & Serv Contr	\$ 3,127.00	
To: 001-41150 Paraprofessionals	\$ 737.00	\$ 737.00
001-41190 Part-Time	\$ 34,940.00	\$ 34,940.00
001-42110 Office Supplies	\$ 7,427.00	\$ 7,427.00

Coroner 0700

Public Safety CAGIT Fund 010

From: 010-43130 Toxicology Lab	\$ 23,000.00	
To: 010-43120 Medical & Hospital Serv	\$ 23,000.00	\$ 23,000.00

Coroner 0700

From: 001-41190 Part-Time	\$ 10,000.00	
To: 001-41339 Clothing Allowance Pay	\$ 2,500.00	\$ 2,500.00
001-42255 Pathology Supplies	\$ 6,000.00	\$ 6,000.00
001-43630 Maintenance & Serv Contr	\$ 1,500.00	\$ 1,500.00

Commissioners 2900

From: 001-41250 Unemployment Comp	\$ 43.00	
To: 001-41396 PERF Supplement	\$ 43.00	\$ 43.00

Commissioners 2900

Gambling Adm Tax Fund 196

From: 196-44500 Construction & Reconstruction	\$200,000.00	
To: 196-44440 Motor Vehicles(CNL)	\$ 65,000.00	\$ 65,000.00
196-44420 Office Equipment(CNL)	\$ 50,000.00	\$ 50,000.00
196-43995 Other Service & Charge(CNL)	\$ 85,000.00	\$ 85,000.00

Commissioners 2900

From: 001-43910 Dues & Subscriptions	\$ 2,500.00	
To: 001-43235 Travel-Mileage	\$ 2,000.00	\$ 2,000.00
001-43232 Travel-Meals	\$ 500.00	\$ 500.00

Calumet Township Assessor 1000

From: 001-41130 Technicians	\$ 3,000.00	
001-43310 Printing	\$ 2,000.00	
001-43730 Property Rental	\$ 3,000.00	
To: 001-41350 Assessor Certification	\$ 3,000.00	\$ 3,000.00
001-43630 Maintenance & Serv Contr	\$ 5,000.00	\$ 5,000.00

Calumet Township Assessor 1000

2015 Reassessment Fund 337

From: 337-41380 Seasonal Employee	\$ 25,000.00	
To: 337-41190 Part-Time	\$ 25,000.00	\$ 25,000.00

Emergency Management 3500

From: 001-41190 Part-Time	\$ 2,000.00	
To: 001-42410 Other Supplies	\$ 2,000.00	\$ 2,000.00

County Assessor 0900

From: 001-41130 Technicians	\$ 13,542.00	
To: 001-41110 Officials & Admin	\$ 13,542.00	WITHDRAWN

Election & Registration 2100

From: 001-41100 Overtime	\$ 38.00	
To: 001-41396 PERF	\$ 38.00	\$ 38.00

St. John Township Assessor 1800

From: 001-41190 Part-Time	\$ 500.00	
001-42310 Equipment Repair Parts	\$ 600.00	
001-42410 Other Supplies	\$ 2,576.00	
001-43220 Postage	\$ 1,900.00	
001-43240 Telephone	\$ 1,000.00	
To: 001-41350 Assessor's Certification	\$ 500.00	\$ 500.00
001-42110 Office Supplies	\$ 600.00	\$ 600.00
001-43231 Travel-Registration	\$ 776.00	\$ 776.00
001-43232 Travel-Meals	\$ 1,600.00	\$ 1,600.00
001-43233 Travel-Lodging	\$ 3,100.00	\$ 3,100.00

St. John Township Assessor 1800

2015 Reassessment Fund 337

From: 337-41100 Overtime	\$ 11,230.00	
337-41230 PERF	\$ 2,740.00	
337-41351 Assessor Per Diem	\$ 3,000.00	
337-42230 Clothing	\$ 1,830.00	
337-43235 Travel-Mileage	\$ 9,600.00	
337-44490 Other Equipment	\$ 1,700.00	
To: 337-41190 Part-Time	\$ 29,000.00	\$ 29,000.00
337-41220 FICA	\$ 500.00	\$ 500.00
337-41260 Workman's Comp Deduction	\$ 600.00	\$ 600.00

LSC Div IV 4070

From: 001-41190 Part-Time	\$ 200.00	
To: 001-41150 Paraprofessional	\$ 200.00	\$ 200.00

Juvenile Court 4100

CPHCP-CP High Conflict Parent Fund 393

From: 393-43220 Postage	\$ 43.00	
To: 393-41390 Supplemental Pay	\$ 43.00	\$ 43.00

<u>Juvenile Court</u> 4100		
From: 001-43630 Maintenance & Service	\$ 12,000.00	
To: 001-43190 Other Professional Service	\$ 12,000.00	\$ 12,000.00
<u>Juvenile Court</u> 4100		
From: 001-41120 Professionals	\$ 7,213.00	
To: 001-41190 Part-Time	\$ 7,213.00	\$ 7,213.00
<u>Treasurer</u> 0300		
Treasurer's Incentive Fund 427		
From: 427-41230 PERF	\$ 4,600.00	
To: 427-41240 Group Insurance Deduction	\$ 4,600.00	\$ 4,600.00
<u>Prosecutor</u> 0800		
From: 001-41160 Office & Clerical	\$ 10,000.00	
To: 001-43231 Travel-Registration	\$ 1,000.00	\$ 1,000.00
001-43235 Travel-Mileage	\$ 2,000.00	\$ 2,000.00
001-43240 Telephone	\$ 7,000.00	\$ 7,000.00
<u>Health Department</u> 5130		
County Health Fund 105		
From: 105-41190 Part-Time	\$ 1,953.00	
To: 105-41260 Workman's Comp Deduction	\$ 1,953.00	\$ 1,953.00
<u>Health Department</u> 5130		
Health Maintenance Fund 153		
From: 153-43190 Other Professional Service	\$ 12,000.00	
To: 153-44490 Other Equipment	\$ 12,000.00	\$ 12,000.00
<u>Government Center</u> 3030		
From: 001-41180 Service/Maintenance	\$ 3,325.00	
To: 001-41170 Skilled Craft Worker	\$ 3,325.00	\$ 3,325.00
<u>Government Center</u> 3030		
Commissioner's Incentive Fund 242		
From: 242-41190 Part-Time	\$ 3,006.00	
To: 242-41260 Workman's Comp Ded	\$ 3,006.00	\$ 3,006.00
<u>Government Center</u> 3030		
From: 001-43630 Maintenance & Service Contr	\$ 12,000.00	
To: 001-43610 Building & Structure	\$ 8,000.00	\$ 8,000.00
001-43620 Equipment Repair	\$ 4,000.00	\$ 4,000.00
<u>Government Center</u> 3030		
From: 001-42320 Building Repairs	\$ 5,000.00	
To: 001-42240 Household & Inst Supplies	\$ 3,000.00	\$ 3,000.00
001-42390 Other Repair & Maintenance	\$ 2,000.00	\$ 2,000.00
<u>Fairgrounds</u> 2920		
001-41380 Seasonal Employee	\$ 185.00	
To: 001-41110 Office & Administrators	\$ 185.00	\$ 185.00
<u>County Court Div III</u> 4050		
<b>Retro to Pay Period Ending 10-4-15</b>		
From: 001-43190 Other Professional Service	\$ 3,000.00	
To: 001-41331 Court Reporter Per Diem(CNL)	\$ 3,000.00	\$ 3,000.00
<u>Jail</u> 3100		
From: 001-41120 Professional	\$ 30,000.00	
001-41140 Protective Service	\$ 50,000.00	
001-41180 Service/Maintenance	\$ 2,000.00	
001-41338 Proficiency/Specialty	\$ 30,000.00	
001-41339 Clothing	\$ 30,000.00	
001-43630 Maintenance & Service	\$ 30,000.00	
To: 001-43610 Building & Structure	\$ 40,000.00	\$ 40,000.00
001-43920 Food & Lodging	\$132,000.00	\$132,000.00
<u>Jail</u> 3100		
Public Safety CAGIT Fund 010		
From: 010-41220 FICA	\$ 50,000.00	
010-41230 PERF	\$ 10,000.00	
To: 010-42250 Health Care & Lab	\$ 10,000.00	\$ 10,000.00
010-43610 Building & Structure	\$ 50,000.00	\$ 50,000.00

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

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

Ted Bilski,  
President, Lake County Council

Dated this 13<sup>th</sup> day of October, 2015.

Adopted this 13<sup>th</sup> day of October, 2015.

NAY

AYE

Ted Bilski  
David Hamm  
Elsie Franklin  
Jamal Washington  
Daniel Dernulc  
Christine Cid  
Eldon Strong

Members of the Lake County Council

ATTEST:  
John Petalas,  
Lake County Auditor

Additional

	Made motion	seconded	
<u>Gambling adm tax fund 196</u> Court Administrator(\$30,000)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Public Defender(\$80,000)	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
<u>LC Animal Shelter Non-Reverting Fund 163</u> Animal Control(\$20,000)	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
<u>JAG Grant Fund 262</u> Sheriff(\$150,140)	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
<u>Sheriff's VOCA Grant Fund 280</u> Sheriff(\$3,000)	Washington	Cid	The majority voted "Yes". Motion carried 7-0.
<u>Sheriff's Pension Trust Fund 287</u> Sheriff(\$204,000)	Washington	Cid	The majority voted "Yes". Motion carried 7-0.
<u>LC Community Corrections Fund 391</u> Detention Center(\$24,999.02)	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
<u>Non-Reverting Self Insurance Fund 541</u> Commissioners(\$3,000,000)	Franklin	Washington	The majority voted "Yes". Motion carried 7-0.

Footnotes:

Re: Sheriff(\$3,000) VOCA Grant Fund 280 – Washington made a motion, seconded by Cid to approve.

Dante said, before we move on, Fund 262 didn't make the budget pack, so we will see you in January for the exact same thing. He said he caught the other 2, but he couldn't catch that one.  
The motion to approve the appropriation for the VOCA Grant Fund 280 in the amount of \$3,000 carried 7-0.

Transfers

	Made motion	seconded	
Detention Center(\$1,000)	Dernulc	Washington	The majority voted "Yes". Motion carried 7-0.
Ross Twp Assessor(\$2,000)	Hamm	Cid	The majority voted "Yes". Motion carried 7-0.
Sheriff(\$4,000) Public Safety CAGIT Fund 010	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
Sheriff(\$85,000)	Washington	Franklin	The majority voted "Yes".

			Motion carried 7-0.
Sheriff(\$3,500) Sheriff's Program & Service Fund 289	Washington	Cid	The majority voted "Yes". Motion carried 7-0.
Sheriff(\$8,000) Sheriff's Towing & Franchise Fee Fund 290	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
Sheriff(\$40) LC Sex Offender's Fund 275	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
Weights & Measures(\$850) Weights & Measures User Fee Fund 255	Franklin	Cid	The majority voted "Yes". Motion carried 7-0.
Weights & Measures(\$257)	Franklin	Washington	The majority voted "Yes". Motion carried 7-0.
Surveyor(\$7,224) Corner Perpetuation Fund 167	Washington	Hamm	The majority voted "Yes". Motion carried 7-0.
Public Defender(\$24,000)	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
Auditor(\$1,000) Ineligible Deduction Fund 329	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
Auditor(\$920)	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
Clerk(\$43,104)	Franklin	Cid	The majority voted "Yes". Motion carried 7-0.
Coroner(\$23,000) Public Safety CAGIT Fund 010	Cid	Dernulc	The majority voted "Yes". Motion carried 7-0.
Coroner(\$10,000)	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
Commissioners(\$43)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Commissioners(\$200,000) Gambling Adm Tax Fund 196	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Commissioners(\$2,500)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Calumet Township Assessor(\$8,000)	Hamm	Washington	The majority voted "Yes". Motion carried 7-0.
Calumet Township Assr(\$25,000) 2015 Reassessment Fund 337	Hamm	Washington	The majority voted "Yes". Motion carried 7-0.
Emergency Mngmt(\$2,000)	Strong	Washington	The majority voted "Yes". Motion carried 7-0.
County Assessor(\$13,542) Election & Registration(\$38)	WITHDRAWN Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
St. John Twp Assr(\$6,576)	Hamm	Dernulc	The majority voted "Yes". Motion carried 7-0.
St. John Twp Assr(\$30,100) 2015 Reassessment Fund 337	Hamm	Washington	The majority voted "Yes". Motion carried 7-0.
County Court Div IV(\$200)	Hamm	Strong	The majority voted "Yes". Motion carried 7-0.
Juvenile Court(\$43) CPHCP-CP High Conflict Parent Fund 393	Dernulc	Hamm	The majority voted "Yes". Motion carried 7-0.
Juvenile Court(\$12,000)	Dernulc	Cid	The majority voted "Yes". Motion carried 7-0.
Juvenile Court(\$7,213)	Dernulc	Cid	The majority voted "Yes". Motion carried 7-0.

Treasurer(\$4,600) Treasurer's Incentive Fund 427	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Prosecutor(\$10,000)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
Health Dept(\$1,953) County Health Fund 105	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
Health Dept(\$12,000) Health Maintenance Fund 153	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
Government Center(\$3,325)	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
Government Center(\$3,006) Commissioner's Incentive Fund 242	Dernulc	Washington	The majority voted "Yes". Motion carried 7-0.
Government Center(\$12,000)	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
Government Center(\$5,000)	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
Fairgrounds(\$185)	Strong	Hamm	The majority voted "Yes". Motion carried 7-0.
County Court Div III(\$3,000)	Hamm	Dernulc	The majority voted "Yes", and that it is retro to pay period ending 10-4-15. Motion carried 7-0.
Jail(\$172,000)	Dernulc	Washington	The majority voted "Yes". Motion carried 7-0.
Jail(\$60,000) Public Safety CAGIT Fund 010	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.

Footnotes:

Re: Sheriff(\$85,000) – Washington made a motion, seconded by Franklin to approve. Strong asked Sheriff, for the record, this is because you've got unused salaries from open positions, that you are able to transfer this money, correct? Sheriff Buncich said, they are unfilled positions, accumulated throughout the year. The majority voted "Yes". Motion carried 7-0.

Re: Commissioners(\$200,000) – Franklin made a motion, seconded by Hamm to approve the transfers in Fund 196. Dante said he would highly recommend that any additional's in Fund 196 be terminated. The majority voted "Yes". Motion carried 7-0.

In the Matter of Revised 144's for Detention Center, Sheriff's JAG Grant, Sheriff VOCA Fund 280, Sheriff Fund 145, and Juvenile Court.

Re: Detention Center – Dernulc made a motion, seconded by Washington to approve for the Detention Center, with an effective date of 10-31-15. The majority voted "Yes". Motion carried 7-0.

<u>Rev. 144 – Fund 001 – Eff. 10-31-15</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12434-007 Probation Officer	\$43,470	\$47,817	\$4,347

Re: Sheriff's JAG Grant, Fund 262 – Washington made a motion, seconded by Cid to approve. The majority voted "Yes". Dernulc said that this really isn't supplemental pay, it's part of the Grant, and part of the salary, for the last 3 months. Motion carried 7-0.

<u>Rev. 144 – Fund 262</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
39002-002 Supplemental Pay	-0-	\$462	\$462

Re: Juvenile Court – Dernulc made a motion, seconded by Cid to approve. The majority voted "Yes". Motion carried 7-0.

<u>Revised 144 – Fund 001</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-032 Probation Officer	\$45,644	\$50,208	\$4,564
12431-003 Intake Supervisor	\$57,857	\$50,644	-\$7,213

Re: Sheriff's VOCA Fund 280 – Washington made a motion, seconded by Cid to approve, retro to

10-1-15.

Strong wanted to confirm, and asked the Sheriff, if this is a State approved increase for the salary, for this person correct?

Sheriff Buncich answered, that is correct.

Dante said, because there was an existing budget, I caught this one, so you don't have to come back for this one in January, it's already in.

The majority voted "Yes". Motion carried 7-0.

<u>Rev. 144 – VOCA Fund 280</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
<b><u>Retro to 10-1-15</u></b>			
12008-001 Project Director	\$32,250	\$36,000	\$3,750

Re: Sheriff's Non-Reverting Property Seizure Fund 145 – Washington made a motion, seconded by Hamm to approve, retro to pay period 9-21-15 to 10-4-15. The majority voted "Yes". Motion carried 7-0.

<u>Rev 144</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
16013-001 Grant Administrator	\$32,500	\$33,475	\$975

In the Matter of Create New Line for Detention Center for Equipment Rental – 001-4200-43710

Bilski said, it was discussed that this was an Auditor error. - NO ACTION TAKEN.

In the Matter of Create All New Line Items – Sheriff's JAG 2015 Grant Fund 262

Washington made a motion, seconded by Cid to approve the creation of the following new line items:

262-1011-41190 Part-Time  
 262-1011-41220 FICA  
 262-1011-41230 PERF  
 262-1011-41260 Workman's Comp Deduction  
 262-1011-41390 Supplemental Pay  
 262-1011-42410 Other Supplies  
 262-1011-43190 Other Professional Services  
 262-1011-43195 Contractual Service  
 262-1011-44490 Other Equipment

The majority voted "Yes". Motion carried 7-0.

In the Matter of Create New Line – Surveyor

Washington made a motion, seconded by Hamm to create a new line for 167-0600-41380 Seasonal Employees. The majority voted "Yes". Motion carried 7-0.

In the Matter of Create 3 New Line Items – Board of Commissioners

Franklin made a motion, seconded by Hamm to create(3) new line items for the Commissioners, Department 2900:

196-2900-43995 Other Services & Charges  
 196-2900-44420 Office Equipment  
 196-2900-44440 Motor Vehicles.

The majority voted "Yes". Motion carried 7-0.

In the Matter of Create New Line Item – County Court Div III

Hamm made a motion, seconded by Washington to approve creating new line item 001-4050-41331 – Court Reporter Per Diem. The majority voted "Yes". Motion carried 7-0.

In the Matter of Public Hearing – Notice to Taxpayers of Additional Appropriations for the General Obligation Bonds, Series 2015C.

Franklin made a motion, seconded by Dernulc to open the Public Hearing of the Notice to Taxpayers of Additional Appropriations for the General Obligation Bonds, Series 2015C.

The majority voted "Yes". Motion to open the Public Hearing carried 7-0.

Attorney John Dull said that there was an amount for Badanish, and he had the amount of \$75,000, and it is \$20,000 dollars, and there was another name, Hatton v. LC Sheriff, that was not included on the list,

which is a Workman's Comp case that should have been. He said those were the only 2 changes, other than, he now has signed agreements in Badanish, and Hatton, which he didn't have the other day.

Cid said, so this is your new total on the bottom of the list?

Attorney Dull answered, yes, and said the Bond that they are asking for is in the amount of \$6.3 million, whereas, we originally asked for \$7M.

There was no one in the audience who wanted to remonstrate for, or against the Bond.

Dernulc made a motion, seconded by Hamm to close the Public Hearing. The majority voted "Yes". Motion to close the Public Hearing carried 7-0. **See Ordinance No. 1389I.**

In the Matter of Emergency Management – Council Designee Appointment

Dernulc made a motion to open up the nominations.

Bilski said there is "no action" on the appointment, this is just discussion.

Terry said that Larry Blanchard is the nominee, and he has been attending every meeting.

Bilski said just for a point of clarification on the Emergency Management, that our Appointee will continue to be Mr. Blanchard, and he continues to attend all of the meetings.

No Action Taken.

In the Matter of Grant Approval of the 2016 Edward Byrne Memorial Justice Assistance Grant Request for Proposals.

Washington made a motion, seconded by Hamm to approve the 2016 Edward Byrne Memorial Justice Assistance Grant request for proposals.

Strong asked the Sheriff if this is a continuing Grant?

Sheriff Buncich answered, yes.

The majority voted "Yes". Motion carried 7-0.

\*\*\*\*\* (Grant Request for Proposal is on File in the Auditor's Office) \*\*\*\*\*

In the Matter of Grant Approval of the Lake County Sheriff's Aviation Grant Fund (Enbridge Corporation Grant), a Non-Reverting Fund.

Washington made a motion, seconded by Hamm for Grant approval of the Lake County Sheriff's Aviation Grant Fund(Enbridge Corporation Grant, a Non-Reverting Fund. The majority voted "Yes". Motion Carried 7-0. (Copy of Enbridge Corporation Grant is attached to Ordinance No. 1389J.)

In the Matter of Discussion/Action – Collective Bargaining Agreement Between the County of Lake, Lake County, Indiana and Lake County Correctional Association, Local Chapter 11, affiliated with the International Union of Police Associations, AFL-CIO and the Indiana Fraternal Order of Police Labor Council Inc. – January 1, 2015 – December 31, 2017.

Hamm made a motion, seconded by Washington to approve the Collective Bargaining Agreement Between the County of Lake, Lake County, Indiana and Lake County Correctional Association, Local Chapter 11, affiliated with the International Union of Police Associations, AFL-CIO and the Indiana Fraternal Order of Police Labor Council Inc. effective dates of January 1, 2015 – December 31, 2017.

Cid said she doesn't see the signatures of the Union here.

Hamm said he spoke to our Attorney, Mr. Overholt. He said what the Council would be ratifying is this. The Union hasn't signed it yet, it have been ratified by vote.

Cid asked, do we have proof of that? She said it has always been that the Union ratifies it, we receive that they have done so, and then we approve it.

Hamm said it was overwhelming ratified, and Councilman Dernulc can attest to that.

Dernulc said, yes.

Hamm said that all we would be ratifying is what is in this Collective Bargaining Agreement, nothing more, nothing less. They are going to sign it, if they don't, they don't have an Agreement.

The majority voted "Yes". Motion carried 7-0.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF LAKE  
LAKE COUNTY, INDIANA

AND

LAKE COUNTY CORRECTIONAL ASSOCIATION, LOCAL  
CHAPTER 11, affiliated with the  
INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, AFL-CIO

AND

THE INDIANA FRATERNAL ORDER OF POLICE  
LABOR COUNCIL, INC.

January 1, 2015 - December 31, 2017

Lake County Sheriffs Department, Corrections Division,  
2293 North Main Street, Crown Point, Indiana 46307

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LOCAL CHAPTER 11, IUPA, AFL-CIO  
AND  
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**COLLECTIVE BARGAINING AGREEMENT**

**PREAMBLE**

This agreement is entered into effective on the \_\_\_ day of December, 2014, between the County of Lake, Lake County, Indiana hereinafter called the "Employer", and the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

**PURPOSE**

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

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

**ARTICLE 1. RECOGNITION**

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

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

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

**ARTICLE 2. TERM**

Section 2.1 This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2015, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2017.

Section 2.2 Because this Agreement is a three (3) year agreement, the parties agree to commence negotiations no later than April 1, 2017 with respect to the new Collective Bargaining Agreement.

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

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

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

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

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

**ARTICLE 3. NON-DISCRIMINATION**

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

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

**ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriff's Department, Corrections Division, affairs, in all respects, in accordance with its responsibilities and powers of authority. The Employer recognizes the benefits of operating the Corrections Division subject to the Lake County Corrections Merit Board and its rules and regulations, and, hereby agrees to continue to operate the Corrections Division utilizing

the Lake County Corrections Merit Board, and in accord with its Rules & Regulations, as modified, if at all.

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

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

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

Section 4.3 The Employer shall make available to the Union, upon its reasonable request, any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

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

**ARTICLE 5. UNION MEMBERSHIP AND EMPLOYEE RIGHTS**

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

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

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

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

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

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

Section 5.7 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment.

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

**ARTICLE 6. UNION ACTIVITIES**

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

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

Section 6.3 The Union shall be afforded the right to utilize a bulletin board in a designated area at the Lake County Jail for the posting of Union notices and other Union materials. Such board shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the board. The board shall be provided at no cost to the Union. Nothing demeaning towards an officer or the Lake County Sheriff's Department Corrections Division shall be posted on this board.

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

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

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

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

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

#### **ARTICLE 7. DUES DEDUCTION**

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

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

Section 7.3 Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any fund's received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

**ARTICLE 8. SALARIES**

Section 8.1 The salaries of corrections officers has been established by ordinance action of the Employer Council. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties in the annual re-opener relating to wages and benefits or as otherwise mutually agreed. Sergeant and Lieutenant salaries are attached to this Agreement.

<b>Position</b>	<b>2014 Hourly</b>	<b>2014 Yearly</b>	<b>2015 Hourly</b>	<b>2015 Yearly</b>	<b>2016 Hourly</b>	<b>2016 Yearly</b>	<b>2017 Hourly</b>	<b>2017 Yearly</b>
Correctional Officer	\$14.46	\$30,067.00	\$14.89	\$30,968.82	\$15.34	\$31,897.89	\$15.80	\$32,854.82
Correctional Sergeant	\$16.36	\$34,034.83	\$16.85	\$35,055.88	\$17.36	\$36,107.55	\$17.88	\$37,190.78
Sergeant	\$23.17	\$48,189.86	\$23.86	\$49,635.55	\$24.58	\$51,124.62	\$25.32	\$52,658.36
Police Officer	\$20.72	\$43,105.92	\$21.35	\$44,399.10	\$22.41	\$46,619.05	\$23.53	\$48,950.01
Correctional Lieutenant	\$17.13	\$35,639.97	\$17.65	\$36,709.17	\$18.18	\$37,810.44	\$18.72	\$38,944.76

Section 8.2 An increase in correctional officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.3 All employees shall be paid their base salary as set forth by ordinance.

Section 8.4 The probationary period for a newly hired probationary officer shall begin on the 1<sup>st</sup> day the officer works in the jail. The probationary period shall be one (1) year.

**ARTICLE 9. PROFICIENCY PAY**

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

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

**ARTICLE 10. REGULAR WORK ASSIGNMENT, PAID OVERTIME,  
COMPENSATORY TIME**

**10.1. Regular Hours.** The regular hours of work each day shall be consecutive except for interruptions for paid rest and meal periods. All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time.

**10.2. Schedules for 12-Hour Shifts.** Subject to the Fair Labor Standards Act’s exemption for public safety employees provided in 29 U.S.C. § 207(k), Correctional Officers, officers may be assigned to one of the four 2-2-3 12-hour shifts. Such shift shall consist of twelve (12) consecutive hours with the day-shift beginning at 7:00 a.m., and the night shift beginning at 7:00 p.m. An example of the schedule is attached to this Agreement. A model schedule is attached to this Agreement.

Each 12-hour shift shall be subject to a 168-hour requirement of actual work to be performed (no idle time) during the set 28-day work period before Correctional Officers are entitled to overtime as provided by Section 207(k). Any Correctional Officer working in excess of 168 hours shall be paid overtime for those additional hours consistent with the settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, a copy of which is attached to this Agreement. Employees shall be paid for actual time worked on the job through the end of the quarter-hour in which they complete their shift.

Shift rotations for Correctional Officers working on the 2-2-3 shift shall occur either every 15<sup>th</sup> day or correctional officers will work fixed shifts. The option of whether all employees work a fixed shift or all employees work a rotating shift will be determined by the Union. If the Union selects fixed shifts, and there is an insufficient number of correctional officers for the late shift, employees can be assigned by the Sheriff to work the late shift based upon reverse seniority. The parties agree that this section may be reopened, at the request of either party, solely for the purpose of renegotiating fixed or rotating shifts. It is specifically agreed that this reopener provision shall not be for the purpose of renegotiating the existence of the 12 hour schedule or the manner in which overtime is earned or calculated.

For purposes of this Agreement, time off shall be calculated based upon hours rather than days. To determine the number of hours of time off owed to an employee, whether paid or unpaid, the parties agree that any reference in this Agreement to a “day” of time off shall mean a period of

eight (8) hours regardless of whether that employee works an eight (8) or twelve (12) hour shift. For example, if an employee "carries over" an unused personal day into the next calendar year as otherwise permitted by this Agreement, that personal day shall be converted into a period of eight (8) hours. Any "carry over" of time permitted by this Agreement shall operate in the same manner. For purposes of vacation time, a week of vacation shall equal forty (40) hours.

**10.3. Other Shifts.** The following administrative and staff positions shall work five (5) days on-duty and two (2) days off-duty. These positions are: records, front desk, commissary, court movement, medical movement, utility officers (housekeeping and maintenance) and mail room/law library. These positions shall also be subject to a 168-hour requirement of actual work to be performed (no idle time) before such employees are entitled to overtime during the set 28-day period and consistent the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

**10.4. "Freeze" Work.** Employees being "frozen" shall be credited for two (2) hours, or for all time worked, whichever is greater, with such time being applied to the 168-hour requirement. If the employee is working less than 15 minutes after his regularly scheduled shift, then the two hour minimum does not apply. However, that additional time will be applied to the 168-hour requirement and shall be consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

**10.5. Rest Periods and Meal Periods.** A paid rest period of fifteen (15) minutes shall be allowed, as workloads generally permit, for all employees during each half shift. The employer will endeavor to allow these rest periods to be taken as nearly as possible to the middle of each half shift. However, the parties agree that if one or more employees consistently do not get a rest period, the parties shall meet to work out a system so the affected officers receive a break.

Paid meal period. All employees shall be allowed, as workloads generally permit, a paid meal period of 30 minutes during each work shift. The employer will endeavor to allow the meal period to be taken as nearly as possible to the middle of the work shift. As to both breaks and a lunch period, employees understand and agree that employees will be expected to continue the practice of being flexible with regard to breaks and a lunch period as employees are being paid during these times. However, the parties agree that if one or more employees consistently do not get a lunch period, the parties shall meet to work out a system so the affected officers receive a lunch.

In the event that a Corrections Officer working a regular 12-hour shift works beyond that shift for 2 or more hours the employee shall be entitled to an additional paid rest period of 15 minutes.

In the event that a Corrections Officer is working a regular shift and works beyond that shift for an additional 4 hours or more, the employee shall have an additional paid rest period of 15 minutes.

**10.6. Time Between Shifts.** If an employee has not had a full eight (8) hours off since his last regularly scheduled shift, the employee shall not be required to return to work unless the Sheriff or Warden certifies in writing that the call-back of the employee is due to a non-preventable

emergency. In the event an employee is required to work without a full eight (8) hours off since his last regularly scheduled shift, all work performed shall be compensated at time and one half. A non-preventable emergency includes, for example, scheduled court appearances as those events occur beyond the control of the Sheriff.

**10.7. Movement of Employees Between Shifts.** No employee shall be moved from one shift to another without at least five (5) days prior written notice, unless the Sheriff or the Warden certifies in writing that such change is due to unforeseen emergency. Correctional Officers may be permitted to temporarily swap shifts or day(s) within a shift upon the written approval of the Warden or his designee.

**10.8. Holidays.** Employees working the identified holidays in this Collective Bargaining Agreement shall be paid time and a half overtime, with the time worked (but not the hours paid) being applied to the 168-hour overtime requirement.

**10.9. Work Performed Outside the Regularly Scheduled Shift, Excluding "Freeze" Time.** All overtime, with the exception of "freeze," shall be assigned through a voluntary overtime list. There shall be a voluntary overtime list, with each such list being made available, beginning with the 14-day period prior to the 14-day period for which the individual correctional officer is volunteering to work overtime. On the first day of the 14-day period for which the correctional officer has offered to work, the list shall be put in seniority order. Any correctional officer signing the list during the 14-day period to which the list is to be actually used shall have his or her name placed at the bottom of the overtime list in the order in which they signed the list. The Sheriff shall not "freeze" employees if funds for overtime are not available for timely payment.

The Union agrees to manage the voluntary overtime lists. There shall be two (2) overtime lists consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253. The first shall be for correctional officers, the second shall be a combined list for sergeants and lieutenants. There shall also be Union designated correctional officers to manage the voluntary overtime lists for the shifts for which the individual in charge of the list does not work. The persons selected by the Union for supervising the voluntary overtime list are subject to approval of the Sheriff, and such approval shall not be unreasonably withheld. However, the Sheriff retains the right to resume management of the voluntary overtime lists from the Union so long as he provides reasonable notice to the Union and offers the Union the opportunity to explain its position. The Sheriff retains the sole authority to schedule mandatory overtime.

**10.10 Bargaining Unit Work and Bargaining Unit Members.** The Employer will in no event use non Merit Corrections Personnel to do normal work of bargaining unit members.

10.11 All compensatory time shall be taken at the discretion of the employee with the approval of the Sheriff or his designee, pursuant to regulations adopted to prevent undue hardship on the department and consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.12 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable, consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, should the employee be reassigned.

Section 10.13 No employee shall be moved from his rotation to cover compensatory time off for another employee consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.14 Any sick leave time taken (used) by an employee as a result of a line-of-duty injury or illness shall not be charged against this incentive.

Section 10.15 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.16 At termination or retirement, an employee can sell back to the Employer a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 10.17 Employees shall be paid for any compensatory time they have accumulated through the end of the previous month on the second payday in each month, at one and one half times the employees then current rate of pay for every hour of overtime worked and not previously paid, unless the employee elects to accumulate such compensatory time at the rate of one and one half hours of compensatory time for every hour of overtime worked but not paid, in order to schedule such compensatory time off at a later date. With the exception of the employees covered by the next sentence, each employee may elect to accumulate up to 280 hours of compensatory time in any one calendar year, but must schedule such compensatory time off work prior to the end of March of the following year, and if such time off is not or cannot be so scheduled, then the employee shall be paid for such accumulated compensatory time by the end of April in the year after such compensatory time has been accumulated. However, employees holding the rank of Corporal and above on or before September 25, 2014, may accumulate up to four hundred and eighty (480) hours of compensatory time. Though the Employer may force an employee to accumulate a maximum of four hundred and eighty (480) hours of compensatory time, if such time is not scheduled off work in the year of its accumulation, such compensatory time must be paid at the employee's current rate of pay by the end of April in the year following its accumulation. It is the intent of this agreement that Correctional Officers be paid for the overtime they work or be allowed to schedule their compensatory time off within a reasonable time, to the extent possible, subject to the provisions of this section. It is also the intent of the parties that this provision be interpreted consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253. Overtime must be paid timely as required by the FLSA.

#### ARTICLE 11. HOLIDAYS

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

New Years Day

Martin Luther King Day

President's Day

Good Friday	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Columbus Day	Veterans Day	Christmas Day
Birthday		

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

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

**ARTICLE 12. COURT TIME COMPENSATION**

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

Section 12.2 Employees shall receive a minimum of two (2) hours of straight time compensation when appearing during off duty hours The time shall begin from the time the employee leaves his residence to appear and continue in effect until such officer returns home or reports to his regularly scheduled duty assignment. For travel each way, a maximum of 35 minutes shall be paid. This time shall count towards the 168 hour requirement.

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

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

**ARTICLE 13. BEREAVEMENT LEAVE**

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

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

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

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

**ARTICLE 14. LONGEVITY PAY**

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Longevity Ordinance in effect.

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

**ARTICLE 15. DEPARTMENT SICK LEAVE**

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

A. Sick Leave Minor Illness or Injury

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may carryover nine unused sick/personal days to be used only as sick leave. Employees may accumulate up to 50 days of such sick leave time in this manner consistent with the applicable county personnel policy. Employees shall be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.

- a. 13th Day Docked one (1) day's pay.
  - b. 14th Day Three (3) day suspension without pay.
  - c. 15th Day Five (5) day suspension without pay.
  - d. 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.
- B. Major Illness or Injury
1. A serious health condition (Illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
  2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this Agreement.
  3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the Employer during the previous 12 month period.
  4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.
  5. Any request for paid leave due to an employee's serious health condition must be supported by a certification issued by the eligible employee's health care provider which complies with the provisions of the FMLA, and includes the date on which such serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and a statement that the employee is unable to perform the functions of the position of the employee. Such certification must be submitted to the Deputy Warden of Personnel after five (5) consecutive days of absence, and such certification must be updated every 15 days, or more often, upon request of the Deputy Warden of Personnel.

6. For Major illness or Injury incurred in the line of duty the employee is allowed up to one (1) year of sick leave with pay, subject to certification as provided above, and if justified by the extent of the illness or injury.
7. For Major Illness or Injury not incurred in the line of duty, at the expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability; and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriffs sole discretion, subject to approval of the Merit Board.
8. The employee shall give written notification of intent to return to work at least ten (10) days prior to the leave expiration date, if reasonably possible. Failure to submit an intent to return to work, and/or failure to return on the specified date, will cause the officer to be considered as a voluntary resignation.
9. Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
10. Temporary modified light-duty shall be available to those officers returning from sick leave under doctor's orders. Officers must, however, return to full duty thirty (30) days thereafter, or apply for disability pension, unless such Employee is eligible for additional FMLA leave.
11. Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.
12. Employees on sick leave, who have any remaining vacation at the end of a calendar year, shall be deemed on vacation. Exceptions may be granted at the discretion of the Sheriff.
13. The Employer may disallow pay if the reported illness or injury proves to be feigned, simulated or in violation of the Departments Rules and Regulations.
14. If the employer has reason to doubt the validity of the certification provided, the employer may require the employee to obtain the opinion of a second health care provider, at the employer's expense, and pursuant to the provisions of the FMLA.

**ARTICLE 16. HOURS OF EMPLOYMENT**

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

Section 16.2 The basic workweek for correctional officers working in the Lake County Jail Corrections Division, shall consist of a 12 hour day with two shifts consistent with paragraph 10.2 and the attached schedule. One shift shall operate from 7:00 a.m. to 7:00 p.m. and the other shall operate from 7:00 p.m. to 7:00 a.m.

Section 16.3 The basic workweek for employees working in an administrative or support staff position shall consist of five (5) days on duty and two (2) days off (5-2) schedule consistent with paragraph 10.3.

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

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

**ARTICLE 17. UNIFORM ALLOWANCE**

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

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

Section 17.3 An employee must be actively employed with the Corrections Division on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the Department.

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

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

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

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

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

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

**ARTICLE 18. HEALTH AND LIFE INSURANCE**

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

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

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

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

Section 18.4 Retired employees shall be entitled to the same medical coverage as active employees covered by the County plan. The monthly premium shall be as specified in County Ordinance 992C-4 Section 32.167.

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

**ARTICLE 19. VACATION**

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

Years of Continuous Service	Number of Weeks
After six (6) months service	1
After twelve (12) months service, in Year Two, through Year Three	2

Year four (4), through nine (9) years	3
Year ten (10), through fourteen (14) years	4
Year fifteen (15), through nineteen (19) years	5
Year twenty (20), through twenty-four (24) years	6
Year twenty-five (25), through twenty-nine (29) years	7
Year thirty (30), and after	8

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

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

Section 19.4 A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the new year shall be posted on or before January 1.

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

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

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

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

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

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

**ARTICLE 20. GRIEVANCE PROCEDURE**

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

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

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

Section 20.4 The aggrieved party may present his or her grievance at grievance meetings and hearings on the Employer's time when scheduled during the aggrieved party's working hours, as much as practical.

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

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

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

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

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

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

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

Step 1: Informal

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

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

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

If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the Union to present the grievance in writing within thirty (30) calendar days after it arises to the employee(s)' Turn Commander.

Step 2: Turn Commander

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

Step 3: Sheriff/Chief of Police/Warden

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

Step 4: Arbitration

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

- A. If within fourteen (14) calendar days after receipt of a demand for arbitration, the Employer or designee and a representative of the Union are unable to agree upon an arbitrator, the Union shall request from the Federal Mediation and Conciliation service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.

- C. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The arbitrator's fees and necessary expenses, of arbitration shall be borne equally by both parties. All other expenses shall be borne by the party incurring them.
- F. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- G. The arbitrator's recommendation shall be final and binding on the Employer, the Union and the employee or employees, with the exception of safety related matters as addressed in Article 25.

#### **ARTICLE 21. RULES AND REGULATIONS**

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

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

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

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

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

Section 21.6 Political Activity - It is the intent of the parties that the hiring, promotion, assignment, supervision, discipline and discharge of corrections officers, as well as the application of policies and procedures, shall be carried out without regard to political affiliation or influence. It is agreed that the Employer, including the County, its Commissioners, the Department, the Sheriff, and any person or entity which can or does affect the employment practices of the Employer (including supervisors), with respect to any decision or action relating to hiring, promotion, discipline, discharge, assignment, or any other job related decision or action, will not discriminate against prospective employee's or employee's based on political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial contribution, or the lack of any of the above. Nor may hiring, promotion discipline, discharge, assignment, or other job decisions or actions be based upon, conditioned upon, or affected by the prospective employee's or the employee's political sponsorship or recommendation. In addition:

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

#### **ARTICLE 23. DUTIES OF CORRECTIONS OFFICERS**

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

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

#### **ARTICLE 23. PAY DAYS**

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

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

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

- A. The \$700.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$350.00 each. One (1) in June and one (1) In November of each year.
- B. Overtime shall be paid pursuant to 29 U.S.C. § 207(k) and state law.

- C. Longevity shall be paid in accordance with formula established by the Employer.

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

#### **ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY**

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

#### **ARTICLE 25. LABOR MANAGEMENT SAFETY COMMITTEE**

Section 25.1 It is mutually agreed that a safe and healthy work place is the desire to both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- C. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- D. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement, except that in the event the parties arbitrate the dispute, the decision of the arbitrator shall be in the form of a fact finding and shall not be binding but advisory only.
- E. A Labor-Management Safety Committee shall be formed with an equal number of representatives from management and the Union. In no event shall the Committee have a total number of more than six members. The Committee shall meet no less than quarterly, with the first meeting being held at a mutually agreeable date and time during the first month of this contract. In the event that either party finds that there is a safety condition for which the situation cannot wait for the next quarterly meeting, then the Committee shall meet as soon as possible after a written request is submitted to the other party. If the parties are unable to resolve the grievance/safety condition issue through the Labor Management Safety Committee, then, the matter may be referred for a non-binding decision by an Arbitrator selected pursuant to the procedure set forth in Article 20, Section 10.20, Step 4, Sub-paragraphs A – G, but the decision shall be made by the Sheriff consistent with the other portions of this Agreement.

**ARTICLE 26 SENIORITY, LAYOFF AND RECALL**

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

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

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

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

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

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

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

**ARTICLE 27. PERSONNEL FILES**

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

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

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

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

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

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

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

Section 27.8 If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Sheriff, or his/her designee, explaining the alleged inaccuracy. Upon investigation, the Sheriff or his/her designee shall do one of the following:

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

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

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

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

- A. Disciplinary issues shall be removed from the employees file after one year if;
  - 1 The employee has no further disciplinary reports placed in his or her personnel file.
  - 2 The employee submits a written request to the Sheriff or his/her designee to have such actions removed.

**ARTICLE 28. STRIKE PROHIBITION, NO LOCKOUT**

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

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

**ARTICLE 29. SEVERANCE PAY**

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

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

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

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

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

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

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

**ARTICLE 30. PROFESSIONAL STANDARDS**

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

**ARTICLE 31. CONFORMITY TO LAW**

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

Section 31.2 In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision.

**ARTICLE 32. JOB POSTING & BIDDING**

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

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

Signature page follows:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lake County Commissioners:

\_\_\_\_\_  
\_\_\_\_\_

Lake County Council:

*[Handwritten signatures]*  
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In the Matter of Resolution Honoring Jack Eskridge, Lowell Firefighter/Paramedic, as the Indiana Emergency Response Commission (IERC) Firefighter of the Year.

Strong made a motion, seconded by Hamm to approve. The majority voted "Yes". Motion Carried 7-0.

Chris Salatas, President of the Lowell Town Council was acknowledged, who congratulated Mr. Eskridge. The Fire Chief of Lowell was also present.

**RESOLUTION NO. 15-107**

**RESOLUTION HONORING JACK ESKRIDGE  
AS THE INDIANA EMERGENCY RESPONSE COMMISSION (IERC)  
2015 FIREFIGHTER OF THE YEAR**

WHEREAS, Firefighter/Paramedic Jack Eskridge of the Lowell Fire Department has over 40 years of service to his community, holding almost every rank within the department and was Fire Chief for several years; and

WHEREAS, over the last five years Jack Eskridge has coordinated efforts to raise over \$260,000.00 for Hoosier Burn Camp by taking his own time to work with fire departments in Lake and Porter County to coordinate the donation drive; and

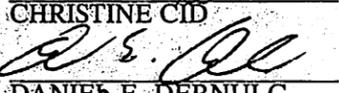
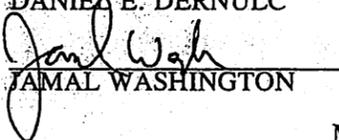
WHEREAS, Jack has worked closely with victim's assistance and has assisted other departments and is a former President of the Lake County Fire Chief's Association; and

WHEREAS, Firefighter Eskridge has coordinated motorcycle runs, texas hold-em events and golf outings in an effort to help raise funds for all fire departments; and

WHEREAS, the Indiana Emergency Response Conference honored Jack Eskridge as the 2015 Firefighter of the Year.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council in recognition of the meritorious service to the citizens of Lake County honors Jack Eskridge for his outstanding service and for the honor of being named the 2015 Firefighter of the Year at the Indiana Emergency Response Conference; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Jack Eskridge.

DULY ADOPTED by the Lake County Council, this 13th day of October, 2015.

  
CHRISTINE CID  
  
DANIEL E. DERNULC  
  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN  
  
ELDON STRONG  
  
DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution Honoring Lake Central High School Sophomore – Alexis Miestowski – IHSAA Girls Golf State Champion

Dernulc made a motion, seconded by Strong to approve. The majority voted "Yes". Motion carried 7-0.

**RESOLUTION NO. 15-108**

**RESOLUTION HONORING  
LAKE CENTRAL HIGH SCHOOL SOPHOMORE  
ALEXIS MIESTOWSKI,  
IHSAA GIRLS GOLF STATE CHAMPION**

**WHEREAS,** students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

**WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

**WHEREAS,** Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

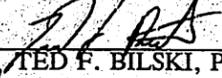
**WHEREAS,** ALEXIS MIESTOWSKI, a Lake Central High School Sophomore has a scoring average - Lake Central record 68, the lowest score ever in Lake Central history at Youche Crown Point Invitational (65)(-7), has been a medalist in 19 of 21 events, and has been a tournament champion at: Lake Central, McCutcheon, Crown Point, KV, Culver, Pat Ford, DAC tournament; and

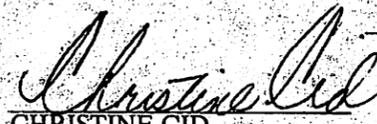
**WHEREAS,** ALEXIS MIESTOWSKI has been named MVP of the Duneland Athletic Conference, First Team all DAC, IHSGCA All State Team - #1 in points scored, Post Tribune Player of the Year and Lake Central Golf MVP; and

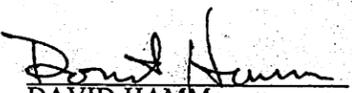
**WHEREAS,** ALEXIS MIESTOWSKI captured the IHSAA Girls Golf State Championship on October 3, 2015 at Prairie View Golf Club in Carmel, Indiana, becoming the fourth individual champion in the past five seasons from Northwest Indiana with a two day total of 145.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ALEXIS MIESTOWSKI for capturing first place in the IHSAA Girls Golf State Championship; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ALEXIS MIESTOWSKI.

DULY ADOPTED by the Lake County Council, this 13th day of October, 2015.

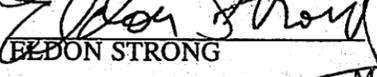
  
TED F. BILSKI, President

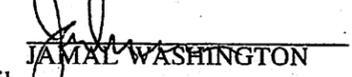
  
CHRISTINE CID

  
DAVID HAMM

  
DANIEL E. BERNULC

  
ELSIE FRANKLIN

  
ELDON STRONG

  
JAMAL WASHINGTON

Members of Lake County Council

In the Matter of Resolution to Transfer Balance in Lake County's TIF Dissolution Fund, Fund No. 686 to the Excess Levy Excess Fund, Fund No 113

Cid made a motion, seconded by Hamm to approve. The majority voted "Yes". Washington was "absent". Motion to approve carried 6-yes, 1-absent.

**RESOLUTION NO. 15-109**

**RESOLUTION TO TRANSFER BALANCE IN LAKE COUNTY'S  
TIF DISSOLUTION FUND, FUND NO. 686  
TO THE EXCESS LEVY EXCESS FUND, FUND NO. 113**

**WHEREAS,** the Lake County Council by Resolution may permit the transfer to a fund from another fund in the County; and

**WHEREAS,** that pursuant to the State Board of Accounts audit findings, the Lake County Council desires to transfer funds to the Excess Levy Fund, Fund No. 113, to facilitate the closing of TIF Dissolution Fund, Fund No. 686; and

**WHEREAS,** the following funds and amounts shall be transferred to the Excess Levy Fund, Fund No. 113:

<u>Fund No.</u>	<u>Fund Name</u>	<u>Amount of Transfer</u>
001	General Fund	\$ 634,559.24
105	Health Fund	\$ 14,188.73
556	Supplemental Schools	\$ 24,303.46
107	Parks	\$ 29,360.83
337	Reassessment	\$ 10,817.15
790	Cumulative Drainage	\$ 10,114.74
651	Cumulative Capital	\$ 13,345.83
316	Park Bond Non-Exempt	\$ 9,131.36
317	Park Bond Exempt	\$ 8,007.50
320	County Bond Non-Exempt	\$ 3,512.06
322	County Bond Exempt	\$ 35,823.03
350	Cumulative Bridge	\$ 13,767.28
		<u>\$ 806,931.21</u>

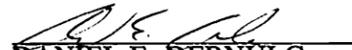
**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

1. That pursuant to the State Board of Accounts audit findings, the following funds and amounts shall be transferred from the TIF Dissolution Fund, Fund No. 686 to the Excess Levy Fund, Fund No. 113 to facilitate closing of the TIF Dissolution Fund:

<u>Fund No.</u>	<u>Fund Name</u>	<u>Amount of Transfer</u>
001	General Fund	\$ 634,559.24
105	Health Fund	\$ 14,188.73
556	Supplemental Schools	\$ 24,303.46
107	Parks	\$ 29,360.83
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322	County Bond Exempt	\$ 35,823.03
350	Cumulative Bridge	\$ 13,767.28
		<u>\$ 806,931.21</u>

SO RESOLVED THIS 13th DAY OF OCTOBER, 2015.

  
CHRISTINE CID

  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County Part Time Employee Pay Rate Ordinance for 2015, Ord. No. 1379C for Board of Commissioners.

Ordinance was approve in a Budget Workshop Meeting on September 21, 2015. – NO ACTION TAKEN.

In the Matter of A General Ordinance of Lake County, Indiana, Authorizing the Issuance and Sale of Bonds of the County in the Aggregate Principal Amount Not to Exceed \$6,300,000 for the Purpose of Funding Certain Judgments and Settlements Entered Against the County, Together with Expenses in Connection With the Issuance of Bonds on Account Thereof, And Appropriating the Proceeds Derived From the Sale of Such Bonds for Such Purpose – Second Reading

Hamm made a motion, seconded by Washington to approve on Second Reading. The majority voted "Yes".

Strong said, just for clarification, this is a Judgment Bond, and Judgment Bonds can not be inter-mingled with General Obligation Bonds, they have to be separated, so we have to do a separate Judgment Bond for these other Court actions.

Motion to approve on Second Reading carried 7-0.



**COUNTY COUNCIL ORDINANCE NO. 1389I**

A GENERAL ORDINANCE OF LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE COUNTY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,300,000, FOR THE PURPOSE OF FUNDING CERTAIN JUDGMENTS AND SETTLEMENTS ENTERED AGAINST THE COUNTY, TOGETHER WITH EXPENSES IN CONNECTION WITH THE ISSUANCE OF BONDS ON ACCOUNT THEREOF, AND APPROPRIATING THE PROCEEDS DERIVED FROM THE SALE OF SUCH BONDS FOR SUCH PURPOSE.

WHEREAS, the Lake County Council (the "County Council") has examined the Court Orders relating to the judgments and settlements set forth on Exhibit A hereto which is incorporated herein as if set forth herein which require Lake County, Indiana (the "County") to pay judgments and settlements in the amounts as set forth on such Exhibit A (collectively, the "Judgments") and has established the principal amount of the Judgments and estimated the maximum court costs relating to the Judgments and any other costs permitted under Indiana Code 5-1-8-1 and Indiana Code 5-1-14-6, including the costs of issuance of bonds on account thereof;

WHEREAS, the payment of the aforementioned Judgments is an exercise of the powers of the County, is necessary, and will be to the general benefit of the County and its citizens;

WHEREAS, the County does not have sufficient funds available or provided in the existing budgets or tax levies which may be applied to the payment of the Judgments including expenses incidental thereto, making it necessary to authorize the issuance of judgment funding bonds of the County in a principal amount not to exceed Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00);

WHEREAS, the payment of the Judgments together with expenses in connection with the issuance of bonds on account thereof, is necessary and will be to the general benefit of the County and the citizens served by the County;

WHEREAS, an emergency exists requiring additional appropriations, and the County has no funds available or provided for in existing budgets or tax levies that may be applied to satisfy the obligations arising from the Judgments, making it necessary to authorize the issuance and sale and the appropriation of the proceeds of bonds of the County for the payment of the Judgments, including expenses incidental thereto;

WHEREAS, the Lake County Council seeks to authorize the issuance and sale of judgment funding bonds for the purpose of financing the payment of the Judgments, including expenses incidental thereto, with such issuance and sale pursuant to the provisions of Indiana Code 5-1-8-1 or any other applicable provisions of Indiana law;

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

SECTION 1. The County is hereby authorized to make a loan, for and on behalf of the County, for the purpose of funding the payment of the Judgments, together with expenses in connection with the issuance of bonds on account thereof, in the amount not to exceed Six Million Three Hundred Thousand Dollars (\$6,300,000). The payment of such obligations is being made in accordance with the Judgments, and such payment, when made, will be in full and complete satisfaction of the Judgments.

SECTION 2. In order to procure the loan for the purpose of the payment of the Judgments, the Board of Commissioners is hereby authorized and directed to have prepared and to issue and sell judgment funding bonds of the County, to be designated "Lake County, Indiana, General Obligation Judgment Funding Bonds, Series 2015C" (the "Bonds"), or as otherwise deemed appropriate, in the aggregate principal amount not to exceed Six Million Three Hundred Thousand Dollars (\$6,300,000);

The aggregate principal amount of the Bonds authorized to be issued hereunder shall not exceed the aggregate face amount of the Judgments, together with expenses in connection with the issuance of the Bonds, all pursuant to Indiana Code 5-1-8-1 and Indiana Code 5-1-14-6. The final aggregate principal amount of the Bonds shall be certified by the County Auditor in accordance with the foregoing prior to the sale of the Bonds. Such certificate shall be conclusive for purposes of establishing the final aggregate principal amount of the Bonds.

The Bonds shall be issued by and in the name of the County, in fully registered form in the denominations of \$5,000 or an integral multiple thereof. The Bonds shall be numbered consecutively from R-1 upwards and shall bear interest at a rate or rates not exceeding six percent (6%) per annum (the exact rate or rates to be determined either by bidding or by the terms of a purchase agreement with the purchaser of the Bonds if sold pursuant to other than a public sale pursuant to Indiana law), which interest shall be payable commencing on July 15, 2016 and semiannually thereafter to maturity, unless determined otherwise by the County upon the recommendation of the Financial Advisor to the County. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year. The principal of the Bonds shall mature and be payable on January 15 and July 15 of each year over a period of not more than ten (10) years. To the extent possible and as deemed advisable by the Financial Advisor to the County, payments of principal and interest on the Bonds shall be scheduled to provide for level debt service payments. The final amortization schedule shall be certified by the County Auditor prior to the sale of the Bonds.

The County Council and Auditor are hereby authorized and directed to appoint the Registrar and Paying Agent for the Bonds which may be the County Auditor or the County Treasurer or a qualified banking institution (the "Registrar and Paying Agent"); and the County Auditor is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable such entity to perform effectively all required services on behalf of the County. The County Auditor is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the County.

The principal of the Bonds shall be payable at the principal office of the Registrar and Paying Agent. Interest on the Bonds shall be paid by check or draft mailed or delivered one

business day prior to such payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as or the last day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. All payments on the Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal office of the Registrar and Paying Agent, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Bonds may be transferred or exchanged without cost to the registered owner, except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of Bonds during the period following the last day or the month immediately preceding an interest payment date on the Bonds until such interest payment date. The County and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the County and Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such lost, stolen or destroyed Bond shall have matured, instead of causing to be issued a duplicate Bond, the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The county and the Registrar and Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the County, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

The Bonds shall bear an original date which shall be, subject to the determination of the County Auditor, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond shall also bear the date of its authentication. Any Bond authenticated on or before June 30, 2016,

shall pay interest from its original date. Any Bond authenticated thereafter shall pay interest from the interest payment date next preceding the date of authentication of such Bond unless such Bond is authenticated after the last day of the month preceding an interest payment date and on or before such interest payment date, in which case interest thereon shall be paid from such interest payment date.

The Bonds may be subject to redemption prior to maturity upon the recommendation of the Financial Advisor to the County.

All Bonds shall be executed on behalf of the County by the manual or facsimile signature of the Board of Commissioners of the County and attested by the manual or facsimile signature of the County Auditor, and the official seal of the Board of Commissioners shall be impressed or a facsimile thereof shall be printed on each of the Bonds. In the event that any officer whose signature appears on any Bond shall cease to be such officer for any reason before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had been in such office at the time of such delivery. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and Paying Agent, and no Bond shall be valid or obligatory for any purpose until the certificate of authentication on such Bond shall have been so executed.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County Auditor, on behalf of the County, may appoint a successor Registrar and Paying Agent. The County shall cause each registered owner of Bonds then outstanding to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all of the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The County Auditor is hereby authorized to act on behalf of the County with regard to any of the aforementioned actions of the County relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The County Auditor is further authorized and directed, on behalf of the County, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it. Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the County.

SECTION 3. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA

State of Indiana

County of Lake

No. R-1

\$ \_\_\_\_\_

LAKE COUNTY, INDIANA,  
GENERAL OBLIGATION JUDGMENT  
FUNDING BOND, SERIES 2015B

INTEREST	MATURITY	ORIGINAL	AUTHENTICATION	
<u>RATE</u>	<u>DATE</u>	<u>DATE</u>	<u>DATE</u>	<u>CUSIP</u>

REGISTERED OWNER:

PRINCIPAL SUM:

Lake County, Indiana, a municipal corporation duly organized and existing under the laws of the State of Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this bond until the County's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this bond, unless this bond is authenticated on or before [June 30, 2016], in which case interest shall be paid from the original date specified above, or unless this bond is authenticated after the last day of the month preceding an interest payment date and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on July 15 and January 15 of each year commencing [July 15, 2016]. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year.

\_\_\_\_\_ has been designated as the initial Registrar and Paying Agent (the "Registrar and Paying Agent") for this bond. The principal of this bond is payable at the principal office of the Registrar and Paying Agent and interest on this bond shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the last day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by the registered owner. All payments on the bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.



Subject to the provisions for registration, this bond is negotiable under the laws of the State of Indiana.

This bond is one of an authorized issue of bonds of the County aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), fully registered and numbered consecutively from R-1 upwards, issued pursuant an Additional Appropriation and Bond Ordinance adopted by the Lake County Council on \_\_\_\_\_, 2015, entitled "A General Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$6,300,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose," and the Indiana Code, for the purpose of funding certain judgments and settlements entered against the county. Reference is hereby made to the Ordinance for a description of the nature and extent of the rights, duties and obligations of the owners of the bonds, the County and the terms on which this bond is issued, and to all provisions of such Ordinance to which the holder hereof by the acceptance of this bond assents.

The bonds maturing in anyone year are issuable only in fully registered form in denominations of \$5,000 or integral multiples thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

[The Bonds maturing on or after \_\_\_\_\_, 20\_\_ are subject to optional redemption prior to maturity on any date on or after \_\_\_\_\_, 20\_\_, with thirty (30) days notice, at a redemption price equal to the principal amount plus accrued interest to the date of redemption.]

[The Bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount plus accrued interest to the date of redemption on the dates and in the amounts set forth herein.]

[Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the County and the Registrar at least thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be the principal office or corporate trust office of the Registrar and Paying Agent, unless the County selects another place. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption.]

If this bond or a portion hereof shall have become due and payable in accordance with its terms or this bond and the whole amount of the principal of and interest so due and payable upon all of this bond or a portion hereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case this bond or such portion hereof shall no longer be deemed outstanding or an indebtedness of the County.

This bond is transferable or exchangeable only upon the books of the County kept for such purpose at the principal office of the Registrar and Paying Agent by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of this bond following the last day of the month immediately preceding an interest payment date on this bond until such interest payment date. The County and the Registrar and Paying Agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

In the event this bond is mutilated, lost, stolen or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new bond of like date, maturity and denomination as this bond, which new bond shall be marked in a manner to distinguish it from this bond; provided, that in the case of this bond being mutilated, this bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of this bond being lost, stolen or destroyed, there shall first be furnished to the County and the Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event that this bond, being lost, stolen or destroyed, shall have matured, instead of causing to be issued a duplicate bond the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay this bond without surrender hereof. In such event, the County and the Registrar and Paying Agent may charge the owner of this bond with their reasonable fees and expenses in connection with the above. Every substitute bond

issued by reason of this bond being lost, stolen or destroyed shall, with respect to this bond, constitute a substitute contractual obligation of the County, whether or not this bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the ordinance referred to above, equally and proportionately with any and all other bonds duly issued thereunder.

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the County and of the owners of the bonds, may (with certain exceptions as stated in the Ordinance) be modified or amended with the consent of the owners of at least sixty percent (60%) in aggregate principal amount of outstanding bonds exclusive of bonds, if any, owned by the County.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to the registered owners of bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County may appoint a successor Registrar and Paying Agent. The County shall cause the registered owner of this bond, if then outstanding, to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear in the registration books kept by the Registrar and Paying Agent.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and such total issue of bonds is within every limit of indebtedness provided by the constitution and laws of the State of Indiana; and that the full faith and credit of Lake county, Indiana, together with all of its taxable property, both real and personal, are hereby irrevocably pledged to the punctual payment of the principal of and interest on this bond according to its terms.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative the Registrar and Paying Agent.

IN WITNESS WHEREOF, Lake County, Indiana, by ordinance of its County council, has caused this bond to be executed in its name by the manual or facsimile signature of its Board of Commissioners, and attested by the manual or facsimile signature of its Auditor, with the corporate seal of such Board of Commissioners impressed or a facsimile thereof printed hereon.

LAKE COUNTY, INDIANA

By: Board of Commissioners  
of the County of Lake, Indiana

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Auditor, Lake County, Indiana

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned ordinance.

\_\_\_\_\_  
as  
Registrar and paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (insert name and address of transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association Recognized Signature Guarantee Program.

SECTION 4. In the event that the Board of Commissioners does not adopt a resolution subsequent to the date of this Ordinance and prior to the time the Bonds are scheduled to be sold to sell the Bonds pursuant to applicable Indiana law at other than a public sale, the Bonds shall be sold at public sale in accordance with Indiana law.

SECTION 5. The provisions of this Section 5 shall govern the sale of the Bonds if the County does not otherwise determine to sell the Bonds at other than a public sale as provided in Section 4.

The Bonds may be offered and sold pursuant to an Official Statement with respect to the Bonds (the "Official Statement"), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2-12 promulgated by the United States Securities and Exchange commission (the "Rule") and any and all applicable rules and regulations of the Municipal Securities Rulemaking Board. The County Council hereby authorizes the County Auditor (a) to authorize and approve a Preliminary Official Statement, as the same may be appropriately confirmed, modified and amended for distribution as the Preliminary Official Statement of the County; (b) on behalf of the County, to designate the Preliminary Official Statement a "final" Official Statement of the County with respect to the Bonds, subject to completion as permitted by and otherwise pursuant to the provisions of the Rule; and (c) to authorize and approve the Preliminary Official Statement to be placed into final form and to enter into such agreements or arrangements as may be necessary or advisable in order to provide for the distribution of a sufficient number of copies of the final Official Statement under the Rule.

Prior to the sale of the Bonds, the County Auditor shall cause to be published a notice of intent to sell once each week for two weeks in the *Northwest Indiana Times*, the *Post-Tribune* and *The Indianapolis Star*. Without limiting the foregoing, the notice of such sale or a summary thereof may also be published in a financial journal published in the City and State of New York and/or in other newspapers, in the discretion of the County Auditor. The notice must state that any person interested in submitting a bid for the Bonds may furnish in writing at the address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven (7) days after the last publication of the notice of intent to sell; and (7) such other matters as the County Auditor shall deem appropriate. Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by

telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the County Auditor at his office, and the County Auditor shall continue to receive all bids offered until the hour named on the day fixed for the sale of the Bonds, at which time and place he shall open and consider each bid. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding six percent (6%) per annum. Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. The interest rate on Bonds of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions set forth below, the County Auditor shall award the Bonds to the bidder offering the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 100% of the par value of the Bonds (or such lesser percentage not less than 97% as the County Auditor, with the advice of the County's financial advisor, may determine at the time of the publication of notice of intent to sell Bonds or the time the Bonds are sold at other than a public sale), including accrued interest at the rate or rates named to the date of delivery, will be considered. The County Auditor shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the County Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

The County Auditor is hereby authorized to determine, in her discretion, to sell the Bonds pursuant to the general provisions of Indiana Code 5-1-11, and in the event of such a determination, those portions of this Section 5 which conflict with such subsection shall be deemed inapplicable.

Prior to the delivery of the Bonds, the County Auditor shall be authorized to obtain a legal opinion as to the validity of the Bonds from Krieg DeVault LLP, bond counsel for the County, and to furnish such opinion to the purchaser or purchasers of the Bonds. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

**SECTION 6.** The provisions of this Section 6 shall govern the sale of the Bonds if the County determines to sell the Bonds at other than a public sale pursuant to this Ordinance. In the event of such determination, the Bonds shall be sold as allowable by Indiana law to the purchaser thereof in such denomination or denominations as the purchaser thereof may request, pursuant to a purchase agreement (the "Purchase Agreement") between the County and the purchaser thereof, hereby authorized to be applied for, entered into and executed by the President of the Board of Commissioners and attested by the County Auditor, on behalf of the County, upon such determination by the Board of Commissioners subsequent to the date of the adoption of this Ordinance. Such Purchase Agreement may set forth the definitive terms and conditions for such

sale, but all of such terms and conditions must be consistent with the terms and conditions of this Ordinance, including without limitation the interest rate or rates on the Bonds which shall not exceed the maximum authorized rate of interest for the Bonds pursuant to this Ordinance. Bonds sold to such purchaser thereof shall be accompanied by "all documentation required by such purchaser thereof pursuant to Indiana Code 5-1.4 or Indiana Code 5-1.5 and the Purchase Agreement, including without limitation an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to such purchaser thereof, challenging the validity or issuance of the Bonds. In the event the County determines to sell the Bonds to such purchaser thereof, the entry by the County into the Purchase Agreement and the execution of the Purchase Agreement on behalf of the County by the President of the Board of Commissioners and in accordance with this Ordinance, are hereby authorized, approved and ratified.

SECTION 7. The County Auditor is hereby authorized and directed to have the Bonds prepared, and the Board of Commissioners is hereby requested and authorized to execute the Bonds with their manual or facsimile signatures. The County Auditor is hereby requested and authorized to attest to the Bonds with his manual or facsimile signature, and to cause the seal of the Board of Commissioners to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. After the Bonds have been properly executed, the County Auditor or County Treasurer shall deliver or cause to be delivered the Bonds to the purchasers in the manner provided by law.

SECTION 8. The County Council hereby requests, authorizes and directs the Board of Commissioners, the County Auditor and the County Treasurer, and each of them, for and on behalf of the County, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the County, the full performance and satisfaction of which by the County is hereby authorized and directed.

SECTION 9. In order to preserve the excludability from gross income of interest on the Bonds under federal law, the County Council, on behalf of the County, represents, covenants and agrees that, to the extent necessary to preserve such exclusion:

(a) No person or entity or any combination thereof, other than the County or any governmental unit within the meaning of Section 141(b)(6) and Section 150(a)(2) of the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Bonds (the "Code") , will use proceeds of the Bonds;

(b) No Bond proceeds will be lent to any entity or person other than a governmental unit. No Bond proceeds will be transferred directly or indirectly transferred or deemed transferred to a person other than a governmental unit in a fashion that would in substance constitute a loan of such Bond proceeds;

(c) The County will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, and the County Council will not act or permit any actions by officers or officials of the County that would in any manner adversely affect such excludability. The County Council further covenants that the County will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The County shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and

(d) All officers, employees and agents of the County are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the County as of the date that the Bonds are issued, and to make covenants on behalf of the County evidencing the County's commitments made herein. In particular, any and all appropriate officers, employees and agents of the County are authorized to certify and/or enter into covenants for the County regarding (i) the facts and circumstances and reasonable expectations of the County on the date that the Bonds are issued and (ii) the commitments made herein by the County regarding the amount and use of the proceeds of the Bonds.

SECTION 10. Notwithstanding any other provision of this Ordinance, any of the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income for purposes of federal income taxation (the "Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 11. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the County.

SECTION 12. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 13.** The county may, without the consent of, or notice to, any of the owners of the Bonds, adopt a supplemental ordinance for anyone or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds, or to make any change which, in the judgment of the County, is not to the prejudice of the owners of the Bonds ,
- (c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;
- (d) To provide for the refunding or advance refunding of the Bonds;
- (e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; and
- (f) Any other purpose which in the judgment of the Board does not adversely impact the interests of the owners of the Bonds.

**SECTION 14.** This Ordinance, and the rights and obligations of the County and the owners of the Bonds may be modified or amended at any time by supplemental ordinances adopted by the County with the consent of the owners of the Bonds holding at least sixty percent (60%) in aggregate principal amount of the outstanding Bonds (exclusive of Bonds, if any, owned by the County); provided, however, that no such modification or amendment shall, without the express consent of the owners of the Bonds affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date, extend its maturity or the times for paying interest thereon, permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds, create a lien securing any Bonds other than a lien ratably securing all of the Bonds outstanding, or change the monetary medium in which principal and interest are payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon all the owners of the Bonds and shall not be deemed an infringement of any of the provisions of this Ordinance or of the Act, and may be done and performed as fully and freely as if expressly permitted by the terms of this Ordinance, and after such consent relating to such specified matters has been given, no owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the County or any officer thereof from taking any action pursuant thereto.

If the County shall desire to obtain any such consent, it shall cause the Registrar and Paying Agent to mail a notice, postage prepaid, to the respective owners of the Bonds at their

addresses appearing on the registration books held by the Registrar and Paying Agent. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar and Paying Agent for inspection by all owners of the Bonds. The Registrar and Paying Agent shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail the notice described in this Section 14, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as provided in this Section 14.

Whenever at any time within one year after the date of the mailing of such notice, the County shall receive an instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the County), which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar and Paying Agent, thereupon, but not otherwise, the County may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owner shall have consented thereto.

Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section 14, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 15. It is hereby determined that an emergency requiring additional appropriations exists, and the proceeds derived from the sale of the Bonds, in the amount determined in accordance with Section 2 of this Ordinance, not to exceed Six Million Three Hundred Thousand Dollars (\$6,300,000), shall be and are hereby appropriated to provide funding for the obligations created by the Judgments, together with expenses in connection with the issuance of the Bonds. The payment of the Judgments is being made pursuant to the terms thereof, and the aggregate payment appropriated hereby is in full and complete satisfaction of the Judgments. Such appropriation shall be in addition to all appropriations provided for in the existing applicable budget and levy, and shall continue in effect until the payment in full of Judgment together with expenses in connection with the issuance of the Bonds.

SECTION 16. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The County covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the County, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

SECTION 17. The County has properly published notice in accordance with Indiana Code 5-3-1 and Indiana Code 6-1.1-18-5 regard appropriation of the proceeds of the Bonds as provided herein and hereby authorizes the proceeds of the Bonds and the interest earnings thereon are hereby pledged and appropriated to the cost pursuant to this Ordinance. A certified copy of this Ordinance shall be filed with the Indiana Department of Local Government Finance by the County Auditor in accordance with Indiana Code 6-1.1-18-5 regarding the proposed additional appropriations.

SECTION 18. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the County's indebtedness.

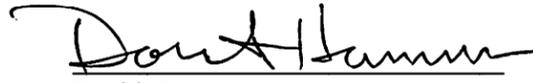
SECTION 19. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the County or the city in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 20. This Ordinance shall be in full force and effect from and upon compliance with the procedures, if any, required by law, and all ordinances in conflict herewith are hereby repealed to the extent or such conflict.

\* \* \* \* \*

This Additional Appropriation and Bond Ordinance is hereby adopted and approved this 13th day of October, 2015.

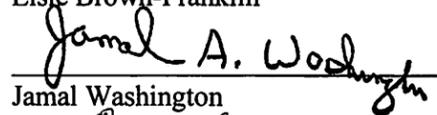
COUNTY COUNCIL,  
COUNTY OF LAKE, INDIANA

  
\_\_\_\_\_

David Hamm

  
\_\_\_\_\_

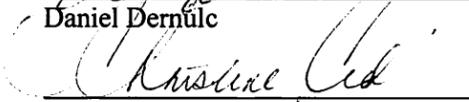
Elsie Brown-Franklin

  
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Jamal Washington

  
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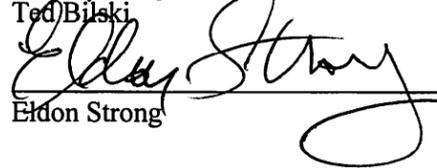
Daniel Dornic

  
\_\_\_\_\_

Christine Cid

  
\_\_\_\_\_

Ted Bilski

  
\_\_\_\_\_

Eldon Strong

Attest:

  
\_\_\_\_\_

John Petalas, Lake County Auditor

OG

The foregoing Additional Appropriation and Bond Ordinance was presented by me to the Board of Commissioners of the County of Lake, Indiana, at \_\_:\_\_ o'clock \_\_m., on October \_\_, 2015.

\_\_\_\_\_  
John Petalas, Lake County Auditor

The foregoing Additional Appropriation and Bond Ordinance is hereby approved by the Board of Commissioners of the County of Lake, Indiana, as of this \_\_\_\_ day of October, 2015. The Lake County Auditor is hereby authorized and directed to announce such approval to the Lake County Council.

BOARD OF COMMISSIONERS OF  
LAKE COUNTY, INDIANA

\_\_\_\_\_  
Roosevelt Allen, Jr.

\_\_\_\_\_  
Gerry J. Scheub

\_\_\_\_\_  
Michael C. Repay

ATTEST:

\_\_\_\_\_  
John Petalas, Lake County Auditor

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**EXHIBIT A**

<b>Caption</b>	<b>Cause Number</b>	<b>Judgment/Settlement Date</b>	<b>Judgment/Settlement Amount</b>
Hobson v. LC Jail	2:10-cv-429	8/27/2015	\$4,171,218.92
Petrassi v. LC Sheriff	2:12-cv-119	4/23/2015	\$170,000.00
Estate of Diaz v Dominguez et al (Melissa Diaz)	2:10-cv-497	11/22/2013	\$170,000.00
Powell v. Buncich et al.	2:11-cv-277	9/3/2015	\$160,000.00
Estate of Diaz v Dominguez et al (Angela Del Rio)	2:10-cv-497	11/27/2013	\$140,000.00
Stanko, Lake and Davis v. LC Public Defender	2:12-cv-397, 2:12-cv-396, 2:11-cv-254	5/22/2013	\$126,000.00
ServPro v. Bd. Of Comm	NONE	9/2/2015	\$75,000.00
Amereco Engineering and Blosky v. LC	64D05-0912-PL-13162	1/2/2012	\$75,000.00
Lorraine East v. LC Community Corrections, et al	2:10-cv-85-PRC	2/15/2012	\$30,000.00
Espinoza v. Buncich et al	2:11-cv-297	1/18/2014	\$30,000.00
Ernest Dillon v. Commissioners et al	45C01-1008-CT-144	7/12/2012	\$25,000.00
Kurth v. LC Sheriff	2:09-cv-340	10/2/2012	\$25,000.00
Devin Bickett v. LC Sheriff Dept et al	2:12-cv-941	6/25/2013	\$21,000.00
Murcek v. LC Sheriff	Work Comp	12/27/2012	\$20,400.00
Beasley v. LC Jail	2:13-cv-023	12/16/2014	\$18,000.00

Valadez v. LC Sheriff	NONE	9/23/2015	\$18,000.00
William Bruckman	Work Comp	6/26/2013	\$17,200.00
O'Connor v. LC Sheriff	Work Comp	9/30/2015	\$16,800.00
Lynch v. Prosecutors Office	C-218507 and C-223192	5/14/2015	\$15,000.00
Kevin McLaughlin v. Buncich et al	2:08-cv-58	4/15/2014	\$15,000.00
Rompa v. LC Jail	45D02-1104-CT-30	4/1/2015	\$14,000.00
LaTanya Robibnson v. LC Sheriff	1034992	4/25/2012	\$13,800.00
Michael Shadowen v. LC Parks	C-202217	2/4/2013	\$13,650.00
Staehle v. Lake County	NONE	8/20/2015	\$12,000.00
Michael Shadowen v. LC Parks	C-207358	2/4/2013	\$10,920.00
Todd v. LC Clerk, et al	NONE	7/26/2012	\$10,000.00
Frederick Vaulx c. LC	Property Damage	2/23/2013	\$9,900.00
Nelson v. Bd of Commissioners	Property Damage	11/25/2014	\$9,556.68
George Kymakis v. County Div IV	Settlement	4/23/2014	\$9,265.76
Hinge v. Coroner	Property Damage	12/3/2012	\$8,362.90
Clenn v. LC Clerk et al	NONE	6/13/2012	\$7,500.00
Mary diSanto v. LC Commissioners	Settlement	3/3/2014	\$7,500.00
Sandifer v. LC Jail	45D05-1111-CT-240	3/31/2015	\$7,000.00
Isenblatter v. Sheriff	Property Damage	1/26/2015	\$6,360.77
Ferguson v. LC Parks	C-218636	4/23/2015	\$5,700.00

Hall v. Pedrozza (LC Sheriff's Dept)	NONE	4/30/2015	\$5,513.87
Blaylock v. Coroner	Property Damage	1/20/2012	\$5,458.78
Patricia Barker v. Highway Dept	Property Damage	4/7/2014	\$5,345.75
Roy v. Dominquez et al	2:09-cv-239	3/14/2012	\$5,000.00
Candace Myers v. Dominguez et al	2:11-cv-115	5/2/2013	\$5,000.00
Harvey v. LC Sheriff	2:12-cv-74	7/24/2013	\$5,000.00
Tim Wilocki v. Highway Dept	Property Damage	10/1/2013	\$5,000.00
Szymanski v. Highway Dept	Property Damage	6/15/2015	\$4,534.00
Estate of Williams v. LC Sheriff, et al	45D05-1109-CT-189	6/29/2012	\$4,500.00
Stephanie Saffa v. Highway Dept	Property Damage	3/3/2014	\$4,337.03
Frederick Krahn v. LC	Property Damage	9/25/2013	\$4,000.00
Goff v. Lake County	Property Damage	7/27/2015	\$4,000.00
Golfis & Manousoulos v. LC Assessor et al	45D05-1005-CT-87	8/22/2013	\$3,750.00
Saffa v. Highway Dept	Property Damage	10/1/2013	\$7,853.87
Rodman v. LC Commissioners	Property Damage	1/25/2012	\$3,475.43
Stanley Dupree v. LC Sheriff et al	45D05-1106-CT-141	4/24/2013	\$3,000.00
Scharke v. LC Highway	NONE	6/26/2015	\$2,893.70
Progressive as subrogee from Thomas Yuran	Property Damage	6/28/2012	\$2,881.34
Garrison v. LC Sheriff	NONE	6/24/2015	\$2,835.91

Stephanie Martin v. LC	Property Damage	5/13/2013	\$2,144.64
LaSalle v. LC Sheriff	C-211615	8/31/2015	\$2,000.00
William Poe v. LC	1:12-cv-5862	10/12/2015	\$400,000.00
Badanish v. LC Juvenile	4:15-cv-57	10/12/2015	\$20,000.00
Hatton v. LC Sheriff	C-213806	10/12/2015	\$8,780.00
Underwriter Discount			\$140,000.00
Cost of Issuance			\$91,000.00
<b>TOTAL</b>			<b>\$6,232,439.35</b>

\*Includes judgment or settlement amount plus, where applicable, estimated maximum courts costs and interest until estimated payment date.

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In the Matter of Ordinance Amending the Lake County Part-Time Employee Pay Rate Ordinance for 2015, Ord No. 1379C for Fairgrounds.

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

Strong made a motion, seconded by Dernulc to Suspend Rules. The majority voted "Yes". Motion to Suspend Rules carried 7-0.

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

ORDINANCE NO. 1379C-15

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME  
EMPLOYEES PAY RATE ORDINANCE FOR 2015, ORDINANCE NO. 1379C

**WHEREAS**, on December 9, 2014, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2015, Ordinance No. 1379C; and

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

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be amended and adopted as follows:

**DELETE:**

Section III.

- 34. Lake County Fairgrounds
  - a. Maintenance Employees 8.50/hr.
  - b. Grounds Keeper 8.00-12.00/hr.  
(Major Equipment Operator)

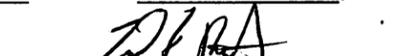
**INSERT:**

Section III.

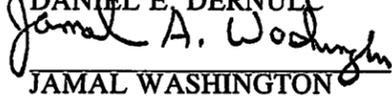
- 34. Lake County Fairgrounds
  - a. Maintenance Employees 8.50/hr.
  - b. Grounds Keeper 8.00-12.00/hr.  
(Major Equipment Operator)
  - c. Event Coordinator 12.00-14.00/hr.

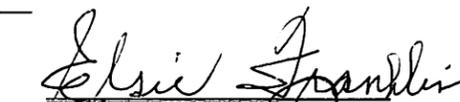
SO ORDAINED THIS 13th DAY OF October, 2015.

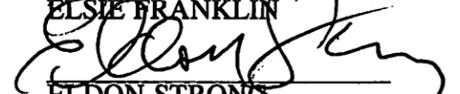
  
CHRISTINE CID

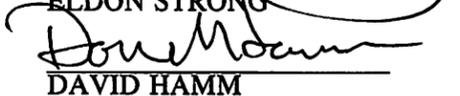
  
TED F. BILSKI, President

  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County Part Time Employee Pay Rate Ordinance for 2015, Ord No 1379C for Court Administrator.

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

Hamm made a motion, seconded by Dernulc to Suspend Rules. The majority voted "Yes". Motion to Suspend Rules carried 7-0.

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

ORDINANCE NO. 1379C-16

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME  
EMPLOYEES PAY RATE ORDINANCE FOR 2015, ORDINANCE NO. 1379C

**WHEREAS**, on December 9, 2014, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2015, Ordinance No. 1379C; and

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

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be amended and adopted as follows:

**DELETE:**

Section III.

- 26. Court Administrator
- a. Bond Court Judge : 90.00/hr.

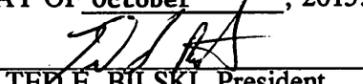
**INSERT:**

Section III.

- 26. Court Administrator
- a. Bond Court Judge 90.00/hr.
- b. Administrative Assistant 10.00-12.00/hr.

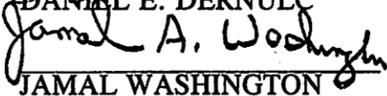
SO ORDAINED THIS 13th DAY OF October, 2015.

  
CHRISTINE CID

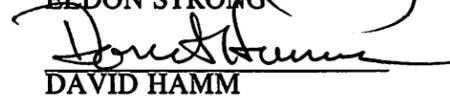
  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Creating the Lake County Sheriff's Aviation Unit Grant Fund (Enbridge Corporation Grant), a Non-Reverting Fund.

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

The majority voted "Yes". Motion to approve on First Reading carried 7-0.

Washington made a motion, seconded by Hamm to Suspend Rules. The majority voted "Yes". Motion to Suspend Rules carried 7-0,

Washington made a motion, seconded by Hamm to approve on Second Reading. The majority voted "Yes". Motion to approve on Second Reading carried 7-0.

**ORDINANCE NO. 1389J**

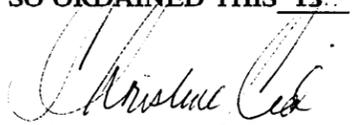
**ORDINANCE CREATING THE LAKE COUNTY SHERIFF'S AVIATION UNIT GRANT FUND (ENBRIDGE CORPORATION GRANT), A NON-REVERTING FUND.**

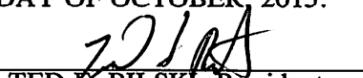
- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only 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,** that the Lake County Sheriff's Aviation Unit has been awarded a grant from Enbridge Corporation in the sum of Three Thousand (\$3,000.00) Dollars; and
- WHEREAS,** the Lake County Council desires to create a new Fund, known as the Lake County Sheriff's Aviation Grant Fund (Enbridge Corporation Grant), a Non-Reverting Fund, to be used for the deposit of the Grant Funds and expenses as outlined in the Grant Application/Agreement.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

1. That the Lake County Sheriff's Aviation Grant Fund (Enbridge Corporation Grant), a Non-Reverting Fund, is hereby established for the deposit and use of Grant funds to support the Lake County Sheriff's Aviation Department's pilot training and repair of rescue hoist.
2. That the moneys collected from the Grant shall be deposited in the Lake County Sheriff's Aviation Grant Fund (Enbridge Corporation Grant) and only be used for the Lake County Sheriff's Aviation Operations, as provided by the Grant.
3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the Lake County Sheriff's Aviation Grant Fund (Enbridge Corporation Grant), subject to appropriation by the Lake County Council or as otherwise provided by law.

**SO ORDAINED THIS 13 TH DAY OF OCTOBER, 2015.**

  
CHRISTINE CID

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
DANIEL E. DERNULC

  
ELDON STRONG

  
JAMAL WASHINGTON

  
DAVID HAMM

Members of the Lake County Council

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:

\_\_\_\_\_  
John Petalas,  
Lake County Auditor

