

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, Charlie Brown, Daniel Dernulc, Christine Cid, Christian Jorgensen and Alfredo Menchaca County Councilpersons, together with Tom O'Donnell, County Council Attorney.

In the Matter of Minutes – July 12, 2022 Minutes and Special Meeting Minutes for July 28, 2022

Dernulc made the motion, seconded by Brown, to approve. Majority voted yes. Motion to approve minutes carried 7-0.

ORDINANCE # 1474

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

	Appropriation Requested	Appropriated
Local Authority Funds 4010		
<u>Sheriff 8001</u>		
62210 Petroleum Products	\$400,000.00	\$400,000.00
State and Local Grants Fund 9345		
<u>Juvenile Court 4005</u>		
61290 Supplemental Pay	\$3,275.00	\$3,275.00
61320 FICA – Deduction	\$260.00	\$260.00
61330 PERF – Deduction	\$465.00	\$465.00
63995 Other Services & Charges	\$8,000.00	\$8,000.00

Adopted this 9<sup>th</sup> day of August, 2022.

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>Coroner's Office 1007 - Revised</u>		
Lake County Coroners Reimbursement Grant Fund 8430		
From: 8430-63630 Maintenance & Service Contracts	\$6,500.00	\$6,500.00
To: 8430-64490 Other Equipment	\$6,500.00	\$6,500.00
<u>Commissioners/Lake County 911 9305</u>		
E911 Operating Fund 1014		
From: 1014-61140 Protective Services	\$525,000.00	\$525,000.00
To: 1014-61100 Overtime	\$525,000.00	\$525,000.00
<u>Lake Superior Court-County Division Room 3 4004</u>		
Veterans Treatment Court Grant Fund 1001		
From: 1001-61160 Office & Clerical	\$10,800.00	\$10,800.00
To: 1001-61150 Paraprofessionals	\$1,200.00	\$1,200.00
1001-61190 Part-Time	\$9,600.00	\$9,600.00

Additional

	Made Motion	Seconded	
<u>Local Authority Funds 4010</u>			
Sheriff 8001 (\$400,000)	Cid	Menchaca	Majority voted yes. Motion to approve Carried 7-0.
<u>State and Local Grants Fund 9345</u>			
Juvenile Court 4005 (\$12,000)	Jorgensen	Dernulc	Majority voted yes. Motion to approve Carried 7-0.

Transfers

	Made Motion	Seconded	
<u>Coroner's Office 1007 - Revised</u>			
Lake County Coroners Reimbursement Grant Fund 8430 (\$6,500)	Menchaca	Jorgensen	Majority voted yes. Motion to approve Carried 7-0.
<u>Commissioners/Lake County 911 9305</u>			
E911 Operating Fund 1014 (\$525,000)	Brown	Cid	Majority voted yes. Motion to approve Carried 7-0.
<u>Lake Superior Court-County Division Room 3 4004</u>			
Veterans Treatment Court Grant Fund 1001 (\$10,800)	Jorgensen	Hamm	Majority voted yes. Motion to approve Carried 7-0.

In the Matter of Juvenile Court 4005 – Revised 144 – Family Recovery Grant Fund 9345

Jorgensen made the motion, seconded by Cid, to approve the following:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
39002-008 Supplemental Pay	-0-	\$3,275	\$3,275

Majority voted yes. Motion to approve carried 7-0.

In the Matter of Juvenile Court 4005 – Revised 144 – General Fund 1001 – **Effective 7/18/2022**

Jorgensen made the motion, seconded by Dernulc, to approve the following:

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12428-016 Probation Officer	\$39,699	\$36,879	-\$2,820

Majority voted yes. Motion to approve carried 7-0.

In the Matter of Sheriff 8001 – Create 1 New Line Item – Public Safety CAGIT Fund 4010

Cid made the motion, seconded by Menchaca, to create the following new line item:

62210 Petroleum Products

Majority voted yes. Motion to create new line item carried 7-0.

In the Matter of Revised 144 – Veterans Treatment Court Grant Fund 9376 – **Effective 8/15/2022**

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

	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
12201-001 Comm. Corrections Case Mgr.	\$45,000	\$50,965	\$5,965

Majority voted yes. Motion to approve carried 7-0.

In the Matter of Coroner 1007 – Create 1 New Line Item – Lake County Coroner’s Federal Reimbursement Grant Fund 8430 – Revised 8/2/2022

Menchaca made the motion, seconded by Jorgensen, to create the following new line item:

64490 Other Equipment

Majority voted yes. Motion to create new line item carried 7-0.

In the Matter of Citizen Nominations – Economic Development Commission – City of Gary - Deferred Jan, Feb, March, April, May, June & July

Cid made the motion, seconded by Hamm, to open nominations. Majority voted yes. Motion to open nominations carried 7-0.

Brown made the motion to nominate Jordan Wilson.

Jorgensen made the motion to close nominations. Majority voted yes. Motion to close nominations carried 7-0.

Brown made the motion, seconded by Jorgensen, to seat Jordan Wilson.

Brown - “There was an attempt to get a second nominee but it did not occur in a timely manner.”

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake Superior Court – Division 2 LADOS Division 2 – FY 2022 Indiana Supreme Court – Technical Grant Award

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Sheriffs Department = US Department of Transportation – Indiana Criminal Justice Institute – FY 2023 Comprehensive Highway Injury Reduction Program (CHIRP) Grant Application

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Court Administrator = Indiana Supreme Court – FY 2022 Court Interpreter Grant Award

Cid made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Adult Community Corrections (LCACC) = Indiana Supreme Court – FY 2023 Problem-Solving Court Grant – Mental Health Court Grant Award (on behalf of Lake Superior Court – Criminal Division 1’s Therapeutic Intervention Court

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Adult Community Corrections (LCACC) = Indiana Supreme Court – FY 2023 Problem-Solving Court Grant – Re-Entry Court Grant Award (on behalf of Lake Superior Court Criminal Division 2’s Community Transitions Court)

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Grant Applications & Grant Approvals – Grant Oversight Committee – Lake County Sheriff’s Department = US Department of Justice – Indiana Criminal Justice Institute FY 2021 Project Safe Neighborhoods Grant Application

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Non-Binding Review – I.C.6-1.1-17-3.6 – Estimated Maximum Levy 2023 and Estimated Circuit Breaker 2023

Dernulc made the motion, seconded by Jorgensen, to open review. Majority voted yes. Motion to open review carried 7-0.

Attorney O'Donnell:

IC 6-1.1-17-3.6: County fiscal body review of levy limits and tax reductions from credits; meeting by county Fiscal body; recommendations

Sec. 3.6 (a) At the first meeting of the county fiscal body in August, the county fiscal body shall review the following:

- (1) The estimated levy limits provided by the department of local government finance under IC 6-1.1-18.5-24
- (2) The estimate provided by the department of local government finance under IC 6-1.1-20.6-11.1 of how each taxing unit's distribution of property taxes will be reduced by credits under IC 6-1.1-20.6
- (b) The county fiscal body may request that representatives from the taxing units located within the county attend the meeting described in subsection (a).
- (c) The county fiscal body must allow a representative of a taxing unit that attends the meeting described in subsection (a) to comment on the taxing unit's proposed budgets, tax levies, and tax rates for the ensuing calendar year.
- (d) After the county fiscal body has held the meeting required by this section, the county fiscal body may prepare and distribute a written recommendation for taxing units in the county. If the county fiscal body does not prepare a written recommendation, the minutes of the meeting held under this section shall be distributed by the county auditor to all taxing units in the county after the minutes have been approved by the county fiscal body.

Bilski asked if all council members read the estimates in Exhibit A. All council members agreed.

Bilski asked if there were any taxing units in attendance that would like to speak on behalf of the tax levies.

No taxing units spoke.

Bilski asked if there was anyone from the general public who would like to address the council.

There were no public comments.

Bilski asked if there were any council members that would like to comment.

No councilmembers spoke.

Dernulc made the motion, seconded by Jorgensen, to close review. Majority voted yes. Motion to close review carried 7-0.

Bilski then directed the Auditor to distribute to all taxing units, minutes of the review after they have been approved.

Jorgensen made the motion, seconded by Dernulc, to adopt and review the estimated levy limits provided by the Department of Local Government and Finance under IC 6-1.1-18.5-24 and to review the estimate provided by the Department of Local Government and Finance under IC 6-1.1-20.6-11.1 of how each taxing units distribution of property tax will be reduced by credits under IC 6-1.1-20.6 as attached within Exhibit A.

Majority voted yes. Motion to adopt and review levy estimates provided by the DLGF carried 7-0.

Exhibit A:

Civil Units' Estimated 2023 Levy Limits and Tax Cap Credits  
(2023 Non-Binding Review, 8/9/22)

Civil Unit	REQUIRED	REQUIRED	REQUIRED	
	2023	2023	2022	2021
	Estimated Maximum Levy <u>6-1.1-17-3.6</u>	Estimated Circuit Breaker <u>6-1.1-17-3.6</u>	Estimated Circuit Breaker <u>6-1.1-17-3.6</u>	Estimated Circuit Breaker <u>6-1.1-17-3.6</u>
Lake County	182,338,822	6,086,620	14,205,890	13,527,900
Calumet Township	21,585,653	9,511,020	3,950,400	3,879,230
Cedar Creek Township	895,780	30,630	17,560	25,500
Center Township	816,854	34,740	28,090	28,250
Eagle Creek Township	190,696	120	70	60
Hanover Township	477,022	16,240	3,310	15,720
Hobart Township	823,524	257,510	205,710	148,350
North Township	7,579,501	2,089,800	1,458,800	1,225,370
Ross Township	1,551,989	59,470	36,300	25,410
St. John Township	946,479	5,860	5,280	5,300
West Creek Township	401,214	11,440	6,130	8,540
Winfield Township	461,589	10,640	6,230	3,610
Cedar Lake Civil Town	4,515,761	257,640	75,250	224,800
Crown Point Civil City	15,065,113	1,470,140	1,393,950	1,321,860
Dyer Civil Town	4,676,592	469,210	444,590	359,220
East Chicago Civil City	49,180,770	18,735,050	7,194,700	6,887,640
Gary Civil City	90,988,667	54,843,430	45,723,200	50,656,950
Griffith Civil Town	6,565,109	1,423,050	716,230	801,290
Hammond Civil City	55,091,482	18,125,870	17,946,930	15,790,900
Highland Civil Town	8,720,659	1,461,090	322,920	1,233,180
Hobart Civil City	19,729,320	4,028,680	2,763,780	1,659,020
Lake Station Civil City	5,231,074	2,651,100	2,179,340	3,009,260

Civil Units' Estimated 2023 Levy Limits and Tax Cap Credits  
(2023 Non-Binding Review, 8/9/22)

<u>Civil Unit</u>	<i>REQUIRED</i>	<i>REQUIRED</i>	<i>REQUIRED</i>	<i>REQUIRED</i>
	2023	2023	2022	2021
	Estimated	Estimated	Estimated	Estimated
	Maximum Levy 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6
Lowell Civil Town	3,930,108	447,170	243,730	305,760
Merrillville Civil Town & Fire	11,175,124	368,150	215,090	93,540
Munster Civil Town	8,934,262	3,122,360	1,359,270	2,452,090
New Chicago Civil Town	452,575	68,890	50,700	63,640
Schererville Civil Town	11,728,712	8,430	6,770	7,200
Schneider Civil Town	184,974	20,300	17,300	15,310
St. John Civil Town	7,801,383	142,550	36,670	137,980
Whiting Civil City	8,966,145	2,951,160	1,554,610	1,139,270
Winfield Civil Town	2,074,070	258,200	95,410	37,550
Crown Point Schools	10,441,028	2,438,640	2,310,220	2,160,730
Gary Schools	29,475,380	27,308,860	24,041,420	23,351,400
Griffith Schools	2,786,159	934,880	666,780	1,050,180
Hammond Schools	15,612,399	16,425,010	7,912,060	10,787,470
Hanover Schools	2,689,989	571,510	105,470	478,570
Highland Schools	4,276,905	1,253,380	307,660	1,414,060
Lake Central Schools	17,430,108	253,300	230,280	235,470
Lake Ridge Schools	3,792,840	2,780,560	2,041,120	2,708,840
Lake Station Schools	1,295,641	1,586,310	1,429,000	1,402,410
Merrillville Schools	15,705,165	1,235,100	759,630	500,450
Munster Schools	6,597,795	4,562,420	1,307,110	3,796,860
River Forest Schools	1,609,553	677,420	499,520	609,580

Civil Units' Estimated 2023 Levy Limits and Tax Cap Credits  
(2023 Non-Binding Review, 8/9/22)

Civil Unit	REQUIRED	REQUIRED	REQUIRED	REQUIRED
	2023	2023	2022	2021
	Estimated	Estimated	Estimated	Estimated
	Maximum Levy 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6	Circuit Breaker 6-1.1-17-3.6
East Chicago Schools	11,466,369	5,183,990	2,377,750	2,064,330
Hobart Schools	4,143,988	3,797,610	2,147,540	1,534,110
Tri Creek Schools	5,444,593	589,780	300,420	387,840
Whiting Schools	2,509,243	1,032,080	564,060	390,790
Crown Point Library	1,880,159	181,310	171,790	175,420
East Chicago Library	7,259,155	2,659,900	1,070,900	994,320
Gary Library	9,581,021	5,792,450	4,919,900	5,336,510
Hammond Library	5,286,342	1,675,740	1,687,510	1,484,990
Lake County Library	13,530,879	996,200	689,910	950,920
Lowell Library	1,196,520	44,190	24,610	34,910
Whiting Library	1,459,529	476,100	265,900	145,530
Dyer Water			38,800	-
East Chicago Sanitary	14,090,481	5,164,000	2,164,710	1,864,690
Gary Airport	2,015,445	1,809,430	1,163,400	1,002,590
Gary Public Transportation	3,819,180	2,306,570	1,958,700	2,123,510
Gary Redevelopment	363,548	299,080	146,100	169,700
Hammond Redevelopment	652,673	206,550	207,600	182,670
Hammond Sanitary	4,165,684	3,865,620	2,361,670	4,061,930
Highland Sanitary & Water	251,491	367,820	69,740	272,830
Lake County Solid Waste	6,722,768	976,510	968,200	813,290
Lake Ridge Fire	612,402	225,100	123,800	140,990

Civil Units' Estimated 2023 Levy Limits and Tax Cap Credits  
(2023 Non-Binding Review, 8/9/22)

<u>Civil Unit</u>	<i>REQUIRED</i>	<i>REQUIRED</i>	<i>REQUIRED</i>	<i>REQUIRED</i>
	2023 Estimated Maximum Levy <u>6-1.1-17-3.6</u>	2023 Estimated Circuit Breaker <u>6-1.1-17-3.6</u>	2022 Estimated Circuit Breaker <u>6-1.1-17-3.6</u>	2021 Estimated Circuit Breaker <u>6-1.1-17-3.6</u>
Lake Station Sanitary	0		-	-
St. John Sanitary	403,079	7,010	1,570	6,800
St. John Water	329,944	5,750	1,280	5,570
Dyer Sanitary	403,423	19,100	17,360	17,440
Whiting Sanitary	2,554,494	1,057,570	445,500	343,460
Winfield Water	-		-	-
<b>TOTAL</b>	<b>\$ 744,936,395</b>	<b>\$ 227,733,410</b>	<b>\$ 167,763,200</b>	<b>\$ 178,090,860</b>



In the Matter of Discussion/Action – Vicious Dog Ordinance No. 1280C – Deferred July

**NO ACTION**

In the Matter of Discussion/Action - Collective Bargaining Agreement

Hamm made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve 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**

January 1, 2022 - December 31, 2025

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

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**COLLECTIVE BARGAINING AGREEMENT  
PREAMBLE**

This agreement is entered into effective on the 1st day of January, 2022, 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 Sheriff's Department for the citizens of Lake County.

**ARTICLE 1. RECOGNITION**

**Section 1.1** The Employer hereby recognizes the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for the bargaining unit comprised of all permanent sworn employees of the Lake County Sheriff's Department, Corrections Division, excluding probationary employees and employees in 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 1st day of January, 2022, and shall remain in full force and effect until the 31st day of December, 2025.

**Section 2.2** Because this Agreement is a four (4) year agreement, the parties agree to commence negotiations no later than April 1, 2025 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 Sheriff's Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Employer's right to determine its objectives and set standards and services offered to the public.

- To direct the work force.

- To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.
- 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.
- To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this Agreement.
- 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.
- To lay off personnel due to financial conditions consistent with local, state and federal law.
- To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
  - The compensation of all correctional officers, and other employees; and
  - 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.

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

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

**Section 5.1** All 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 funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

**ARTICLE 8. SALARIES**

**Section 8.1** The salaries of corrections officers have been established by ordinance action of the Employer Council pursuant to the terms of this Agreement. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties. For this contract term, all existing bargaining unit member wages shall be increased by 7% (effective as of January 1, 2022), 4% (effective as of January 1, 2023), 4% (effective as of January 1, 2024), and 4% (effective as of January 1, 2025). The 2022 wage increase shall be retroactive to January 1, 2022. All retro checks shall be issued within twenty-eight (28) days of the Employer's approval of this Agreement on or before the County Council's regularly scheduled meeting.

<b>Position</b>	<b>Current Base</b>	<b>7% effective 1/1/22</b>	<b>4% effective 1/1/23</b>	<b>4% effective 1/1/24</b>	<b>4% effective 1/1/25</b>
Probationary Officer	40,572	43,412	45,148	46,955	48,833
Correctional Officer	45,112	48,270	50,201	52,209	54,297



Correctional Sergeant	51,064	54,638	56,824	59,097	61,461
Correctional Lieutenant	53,470	57,213	59,501	61,881	64,356
Deputy Warden	55,511	59,397	61,773	64,244	66,814
Assistant Warden	57,945	62,001	64,481	67,060	69,742

**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. In its discretion, the Sheriff shall have the discretion to waive the progression from Probationary Correctional Officers to Correctional Officer, subject to Council approval.

**ARTICLE 9. PROFICIENCY PAY AND SPECIALTY PAY**

**Section 9.1 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

**Section 9.2 Specialty Pay**

Employees shall receive additional compensation in recognition of their service in each of the following specialty designations:

- (a) S.O.R.T. (special operations response team): \$750 per year
- (b) E.R.T. (emergency response team): \$750 per year
- (c) C.T.O. (correctional training officer): \$750 per year
- (d) Corporal: \$750 per year
- (e) Instructors (including CPR, JICS/OC, Firearms, EVO, Pepper Ball, Taser, Armorer): \$750 per year
- (f) Gun Qualified Officer at \$750 per year
- (g) Bilingual Officer at \$750 per year (provided such officers have demonstrated basic proficiency through passage of a short and reasonable proficiency exam).

The above annual specialty payments shall be paid out in two equal installments each year. The first installment shall be paid on the last regular payroll check scheduled in May of each year, and the second installment shall be paid on the last regular payroll check scheduled in September.

Officers shall be permitted to receive only one specialty payment under these provisions regardless of the number of specialty designations held.

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

**Section 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.

**Section 10.2 Schedules for 12-Hour Shifts.** Officers assigned to 12-hour shifts (i.e., turn officers) shall work a 2-3-2 schedule, which shall mean 2 on, 3 off, 2 on, 2 off, 3 on, 2 off. Such shifts 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.

Employees shall be paid for actual time worked on the job through the end of the quarter-hour in which they complete their shift. Officers shall not be entitled to elect to receive compensatory time off in lieu of paid overtime for any overtime hours they work in a 28-day duty cycle until they have actually worked at least 180 hours in that cycle. Upon reaching the 180 hour requirement, officers shall be entitled to work for compensatory time off or monetary compensation for the overtime hours that they work that are above 180 hours in a 28-day duty cycle.

Shift rotations for Correctional Officers working on the 2-3-2 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.

In assigning officers to one of the turns, the Administration will make a good faith effort to account for officers' seniority and shift preference.

For purposes of this Agreement, time off for personal/sick, Unused Sick Days, funeral days, training days and Excused days shall be calculated based upon "one for one" rule. The parties agree that any reference in this Agreement to a "day" of time off shall mean a period of twelve (12) hours for employees who work 12 hour shifts and a period of eight (8) hours for employees who work 8 hour shifts. 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 twelve (12) hours for employees who work 12-hours and eight (8) hours for employees who work 8-hour shifts. Any "carry over" of time permitted by this Agreement shall operate in the same manner. A vacation shall total seven (7) consecutive days and will begin on a Sunday and end on a Saturday.

**Section 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.

**Section 10.4 Overtime Accrual.** While all corrections officers work in a job title that renders them eligible for application of the Fair Labor Standards Act's partial exemption for law enforcement employees under 29 U.S.C. 207(k) and 29 C.F.R. § 553.230, the Employer agrees that such exemption will not be applied to officers covered by this Agreement. During the term of this Agreement, all officers shall be compensated at the overtime rate of pay for all hours worked above and beyond eighty (80) in a consecutive 14-day work period.

**Section 10.5 "Freeze" Work or Forced Overtime.** Employees forced to remain at work after their regularly scheduled shift on an overtime basis to fill a shift vacancy are deemed as being "frozen." These employees shall be credited for two (2) hours, or for all time worked, whichever is greater, whenever they are frozen. If the employee is frozen for less than 15 minutes after his regularly scheduled shift, then the two hour minimum will not apply and the employee will only be paid for the time that he/she actually works at the applicable overtime rate.

Three separate "freeze" lists shall be compiled for purposes of determining who will be forced to cover a shift vacancy in the event of staffing shortages.

- (1) *Turn List* – The Turn List shall consist of all correctional officers assigned to a turn, all administrative and support staff correctional officers identified in Section 10.3 of this Agreement, all supervisors (i.e., Sergeants and above, excluding Deputy Wardens and the Assistant Warden) assigned to supervise turn officers or officers assigned to the administrative and staff positions identified in Section 10.3 of this Agreement.
- (2) *Y-POD List* – The Y-POD List shall consist of all correctional officers and supervisors assigned to Y-POD/Mental health.
- (3) *Booking List* – The Booking List shall consist of all correctional officers and supervisors assigned to Booking (the "Booking list").

Each freeze list shall identify the names of all employees intended to be covered by the list, the total amount of overtime each of those employees has worked throughout the year to date, the dates on which such overtime was worked and whether that overtime was voluntary or forced, and each employee's seniority date.

The following rules shall apply in the assignment of forced overtime.

- A. The Employer must first make efforts to fill a shift vacancy by using the applicable voluntary overtime list (e.g., the Employer shall attempt to fill a supervisory shift vacancy by using a supervisor from the voluntary overtime list).
- B. If the Employer cannot find an employee who is willing and able to fill the shift vacancy from the voluntary overtime list, the Employer shall fill the vacancy by using the freeze list that is applicable to the vacancy at issue.
- C. The Employer shall not freeze a supervisor assigned to the turns to a non-supervisory shift vacancy occurring on the turns unless the Employer has first exhausted the voluntary overtime list and the correctional officers identified on the Turn List. The same rule shall apply with respect to the supervisors assigned to Y-POD and Booking.

- D. The Employer shall not freeze correctional officers and supervisors assigned to Booking and Y-POD/Mental Health to any shift vacancy occurring on the turns. Likewise, the Employer shall not freeze correctional officers and supervisors assigned to the turns to any shift vacancy occurring in Booking or Y-POD/Mental Health. The Employer shall not freeze correctional officers and supervisors assigned to Booking to any shift vacancy occurring in Y-POD/Mental Health. Likewise, the Employer shall not freeze correctional officers and supervisors assigned to Y-POD/Mental Health to any shift vacancy occurring in Booking.
- E. Each officer's ranking or placement on the freeze list shall be determined on the basis of the total amount of overtime that he/she has worked during the year in which the shift vacancy occurs. Each officer shall receive one "credit" for each 4-hour block of overtime he/she works in a year for purposes of determining their placement on the appropriate freeze list. Officers having the least amount of overtime credits shall be frozen.
- F. Any tie in terms of two or more corrections officers' eligibility for assignment to work forced overtime shall be decided on the basis of reverse seniority, with the forced overtime being assigned to the officer having the lowest level of seniority.
- G. Supervisors will be expected to work forced overtime as contemplated by these rules. Forced overtime shall not be assigned or withheld on the basis of favoritism, self-interest or as a punitive measure.
- H. All hours worked by any employee on a forced basis shall be compensable on an overtime basis (i.e., one and one-half times the employee's regular rate of pay).
- I. The Employer shall be permitted to freeze officers for consecutive calendar days, but no more than two days consecutively back-to-back (e.g., Tuesday and Wednesday).
- J. Any officer who attends training prior to the start of their regularly scheduled shift can still be subject to a freeze, but shall not be required to work more than a total of 16 hours in a single 24-hour period. Time spent in training shall count towards the 16-hour maximum.
- L. Officers and supervisors who refuse to be frozen one or more times within the same calendar year shall be subject to the following corrective action:
- 1<sup>st</sup> Refusal – Verbal Warning
  - 2<sup>nd</sup> Refusal (within the same calendar year) – Verbal Warning
  - 3<sup>rd</sup> Refusal (within the same calendar year)– Written Warning
  - 4<sup>th</sup> Refusal (within the same calendar year) – Two-day Suspension
  - 5 or more Refusals (within the same calendar year) – To be referred to the Merit Board

Officers shall start with a clean slate at the beginning of each calendar year.

M. Unless otherwise specified by this Agreement, the parties agree that all prior practices concerning the freezing of employees shall remain in place.

**Section 10.6 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.

**Section 10.7 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.

**Section 10.8 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.

**Section 10.9 Holidays.** Employees working the identified holidays in this Collective Bargaining Agreement shall be paid time and a half overtime.

**Section 10.10 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.

**Section 10.11 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.

**Section 10.12** 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 10.13** 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 10.14** 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 10.15** 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 10.16** Upon resignation or retirement of an employee, the Employer shall pay the employee all of his/her accumulated and unused compensatory time off at the employee's current rate of pay at the time of his/her resignation or retirement.

**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

**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.

**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 each immediate family member.

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

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

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

**ARTICLE 14. LONGEVITY PAY**

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

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

**ARTICLE 15. DEPARTMENT SICK LEAVE**

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

**A. Sick Leave Minor Illness or Injury**

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may 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.
  - 13th Day Docked one (1) day's pay.
  - 14th Day Three (3) day suspension without pay.
  - 15th Day Five (5) day suspension without pay.
  - 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

**B. Major Illness or Injury**



- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- For Major Illness or Injury not incurred in the line of duty, at the expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability; and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriff's sole discretion, subject to approval of the Merit Board.
- 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.

- Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
- 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.
- Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.
- 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.
- 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.
- 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 assigned to 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.

- Medical and Hospitalization
- Vision coverage
- Dental coverage
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 Sheriff's Department Corrections Division policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Corrections Merit Board.

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

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

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

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

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

- 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
- Employees will not engage in any type of political activity while on duty or in uniform.

**ARTICLE 22. DUTIES OF CORRECTIONS OFFICERS**

**Section 22.1** Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all

department issued equipment. In case of an emergency, the Sheriff, Chief of Police and/or Warden may request specific help be provided by an employee.

**Section 22.2** The Union agrees and recognizes that each officer is an employee of the County of Lake and must conduct himself/herself in such a fashion to properly portray Lake County, the Lake County 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:

- 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.
- Overtime shall be paid pursuant to 29 U.S.C. § 207(k) and state law.
- 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:

- The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- 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.
- The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- 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.

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 Sheriff's 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:

- The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- 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:

- Paid for any vested and earned vacation.
- 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.
- 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:

- Paid for any vested vacation.
- Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- 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:

- Paid for all vested vacation time.
- Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours
- 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.

- File a written application for the job assignment with the Sheriff's office on an agreed upon form supplied by Employer.
- A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
- 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.
- 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.

**For the Union:**

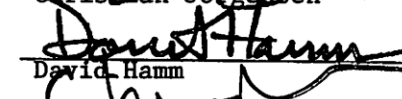
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**Lake County Commissioners:**

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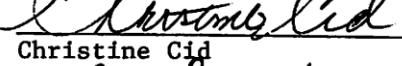
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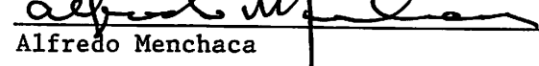
  
Christian Jorgensen

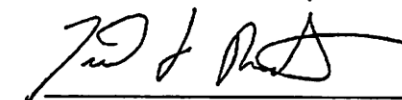
  
David Hamm

  
Charlie Brown

  
Daniel Denuic

  
Christine Cid

  
Alfredo Menchaca

  
Ted F. Bilski

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In the Matter of Lease Need Approval – Ross Twp. Assessor – 7870 Broadway – Suite C, Merrillville, Indiana 46410

Hamm made the motion, seconded by Jorgensen, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Interlocal Government Agreement by and between the Town of Dyer and Lake County, Indiana

Jorgensen made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

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**INTERLOCAL GOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE TOWN OF DYER, INDIANA  
AND LAKE COUNTY, INDIANA**

THIS AGREEMENT is made and entered into by and between the TOWN OF DYER, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Dyer") and LAKE COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Executive, the Lake County Board of Commissioners ("Lake County") (collectively "Parties").

**RECITALS**

WHEREAS, Dyer and Lake County are desirous of entering into this Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the construction of a Two-Stage Drainage Ditch in Dyer, Indiana for flood control purposes (the "Project"); and

WHEREAS, under Indiana Code 36-1-11-8 a transfer of real property may be made with another governmental entity for the Project upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity.

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of Dyer and Lake County; and

WHEREAS, an Estimate of Costs for the Project is One Million Eight Hundred Sixty-Five Thousand Dollars (\$1,865,000.00) and;

WHEREAS, the Parties have agreed to share the costs of the Project with Lake County contributing three parcels of property in lieu of funds and Dyer contributing all other financial costs of the Project.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

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**Section 1.** That the prefatory statements set out above are incorporated herein and made a part hereof.

**Section 2.** Dyer shall design, contract for, provide oversight for, and pay for all costs associated with the construction of the Project.

**Section 3.** In lieu of contributions towards the construction cost of the Project, Lake County shall transfer the three parcels of property (see attached warranty deeds) valued at approximately Five Hundred Five Thousand Dollars (\$505,000.00) to Dyer after the final execution of this Agreement. The parcel numbers and addresses for the parcels being transferred are as follows:

- 1) 45-10-13-129-004.000-034 (2228 Hart Street, Dyer IN)
- 2) 45-10-13-128-004.000-034 (2216 Hart Street, Dyer IN)
- 3) 45-10-13-131-027.000-034 (2211 Hart Street, Dyer IN)

**Section 4.** Lake County shall no longer be responsible for any stormwater drainage fees after the transfer the Property by Dyer.

**Section 5.** Lake County will retain rights to access the Property for future maintenance of Bridge #264 (Hart Street over Hart Ditch) after the transfer of the Property.

**Section 6.** Lake County will retain access to the maintenance ramp constructed at the southwest quadrant of Bridge #264.

**Section 7.** Dyer shall have sole ownership and full responsibility to maintain the Property after the transfer from Lake County in perpetuity.

**Section 8. Remedies.** Any party to this Agreement may enforce any provision thereof by any remedy available at law or in equity. Prior to filing suit, a party who believes it has been aggrieved by any violation of any provision of this Agreement by the other party shall first give written notice of such grievance or violation of this Agreement to the other party and shall afford a period of at least thirty (30) calendar days in which the other party may cure the

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violation. The prevailing party in any litigation to enforce this Agreement shall be entitled to recover its reasonable attorney fees and expenses of litigation from the other party or parties.

**Section 9. Assignment.** No party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other parties obtained and delivered in the manner required by law.

**Section 10. Entire Agreement.** This instrument contains the entire Agreement of the parties. No promise, term, condition or representation which is not contained herein shall have any force or effect.

**Section 11. Anti-Waiver Provision.** The waiver by any party of any right granted under this agreement upon any occasion shall not operate as a waiver of the same right on any subsequent occasion.

**Section 12. Governing Law.** This instrument shall be governed by and construed under the laws of the State of Indiana.

**Section 13. Other Provisions.** This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted and executed in the same manner as the Agreement was itself adopted.

**Section 14. Force Majeure.** Except as otherwise provided in this Agreement, Dyer and County, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the



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control of Dyer and County, which was not avoidable in the exercise of reasonable care and foresight.

**Section 13. Notices.** All notices required to be given under this agreement shall be in writing, delivered by courier or U.S. Mail, certified, return receipt requested and directed to:

If to Dyer: David w. Hein, Town Manager  
Town of Dyer  
Dyer Town Hall  
One Town Square  
Dyer, IN 46311

If to the County: President, Lake County Board of Commissioners  
Office of the Lake County Attorney  
2293 North Main Street  
Crown Point IN 46307

Parties shall inform the other parties in writing of any change of persons and addresses to receive notice from time to time as required.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date written.

**TOWN OF DYER, INDIANA**  
Through its Town Council

By: \_\_\_\_\_  
Town Council President

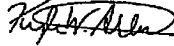
Attest:


\_\_\_\_\_  
Clerk-Treasurer

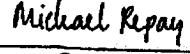
Participant Execution Date: \_\_\_\_\_

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**LAKE COUNTY BOARD OF COMMISSIONERS  
LAKE COUNTY, INDIANA**

By:   
Kyle W. Allen, Sr., Commissioner 1<sup>st</sup> District,  
County Board of Commissioners

By:   
Jerry Tippy, Commissioner 2<sup>nd</sup> District,  
County Board of Commissioners

By:   
Michael C. Repay, Commissioner 3<sup>rd</sup> District,  
County Board of Commissioners

Attest:  
  
John Petalas, Auditor

Participant Execution Date: July 20, 2022

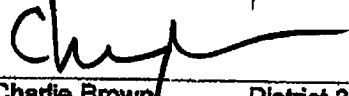
**LAKE COUNTY COUNCIL  
LAKE COUNTY, INDIANA**

ADOPTED and APPROVED by the Lake County Council on this 9 day of  
August 2022.

  
Ted Bliski President, District 6


  
David Hamm, District 1

  
Alfredo Menchaca, District 2

  
Charlie Brown, District 3

  
Daniel Bernick, District 4

  
Christine Cid, District 5

  
Christian J. Jorgenson, District 7

Attest:  
  
John Petalas, Auditor

Participant Execution Date: August 9, 2022

In the Matter of Resolution Honoring Andean High School Boys Baseball Team – IHSAA Class 3A State Champions

Gavel was passed to Jorgensen.

Bilski made the motion, seconded by Brown, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 22-61**

**RESOLUTION HONORING ANDREAN  
HIGH SCHOOL BOYS BASEBALL TEAM  
IHSAA CLASS 3A STATE CHAMPIONS**

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





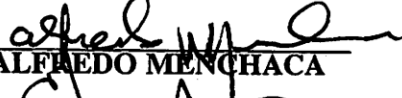


**WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and**

**WHEREAS, Lake County is justly proud of its sons 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, Andean High School Boys Baseball Team with a record of 31-4, captured the IHSAA Class 3A Baseball State Championship in a 5-1 victory over Brebeuf on June 17, 2022 at Victory Field in Indianapolis; the victory gave the 59ers their eighth State Title and their eighth-straight win in a State Title game.**

**NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Andean High School Baseball Team, the IHSAA Class 3A Baseball State Champions; 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 the Andean High School Boys Baseball Team.**

**DATED THIS 9th day of August, 2022.**

 DAVID HAMM	 TED F. BILSKI, President	 CHRISTINE CID
 CHRISTIAN J. JORGENSEN		 ALFREDO MENCHACA
 DANIEL E. DERNULC		 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Honoring Andean High School Boys Baseball Head Coach Dave Pishkur

Gavel was passed to Jorgensen.

Bilski made the motion, seconded by Brown, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 22-62**

**RESOLUTION HONORING DAVE PISHKUR**  
**ANDREAN HIGH SCHOOL BOYS BASEBALL TEAM COACH**

**WHEREAS, Dave Pishkur is a 1971 Andean High School graduate and played second base and shortstop on the 59ers first baseball team under the guidance of Nick Crnkovich; and**

**WHEREAS, Dave Pishkur enters his 42<sup>nd</sup> year as Varsity Head Baseball Coach of the Andean High School 59ers with a record of 1071-292 and a .781 winning percentage, ranking him first in all-time career wins; and**

**WHEREAS, Coach Pishkur has amassed 30 Sectional Titles, 15 Regional Championships, 9 State Final appearances, 1 State runner up, and 8 State championships - having captured the most IHSAA 3A State Championship on June 17, 2022 at Victory Field in Indianapolis beating Brebeuf Jesuit 5-1; and**

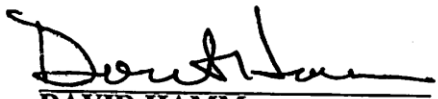
**WHEREAS, Dave Pishkur has been named Indiana High School State Coach of the Year on eight occasions, 2019 Max Preps National Coach of the Year as well as three times the ABCA Regional Coach of the Year. Coach Pishkur was inducted into the Indiana High School Baseball Coaches Association Hall of Fame on June 20, 2006; he is a member of the Andean Sports Hall of Fame and Andean Baseball Hall of Fame; and**


**WHEREAS, Coach Pishkur was inducted into the Sports Faith International Hall of Fame on May 22, 2021; Max Preps named Pishkur one of the top 100 coaches in high school sports based on success and longevity as well as naming him the greatest baseball coach in Indiana All-time. In March of 2020 Dave received the Carl Traicoff Lifetime Achievement Award presented by the Calumet Region Sportsmanship Committee; and**


**WHEREAS, Dave Pishkur commands the respect of all who know him for his integrity, selflessness and humanitarianism.**

**NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors Dave Pishkur for his dedication and hard work in coaching the Andean High School Boys Baseball Team for the past 42 years; 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 Dave Pishkur.**


**SO RESOLVED by the Lake County Council, this 9th day of August, 2022.**


  
 DAVID HAMM


  
 CHRISTIAN J. JORGENSEN

  
 DANIEL E. DERNULC

  
 TED F. BILSKI, President

  
 CHRISTINE CID

  
 ALFREDO MENCHACA

  
 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Proclaiming September as Childhood Cancer Awareness Month

Cid made the motion, seconded by Brown, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 22-63**

**RESOLUTION PROCLAIMING  
SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH**

WHEREAS, childhood cancer remains the number one disease related killer of kids in the United States; one in five children are terminal at diagnosis; three in five suffer life altering impacts of treatment that significantly alter their quality of life; one in 285 children will be diagnosed with cancer before the age of 20; and

WHEREAS, childhood cancer is on the rise; childhood cancers and adult cancers are different, yet we continue to use the downsized adult cancer protocols on kids with many times devastating effects; the lack of childhood cancer research has tremendous impact to kids and significant costs to society, now and in the future; and

WHEREAS, despite these facts, childhood cancer research is vastly and consistently underfunded; less than four percent of the National Cancer Institute's Budget is solely dedicated to childhood cancer research; in 25 years the FDA has initially approved only two drugs for any childhood cancer and one-half of all chemotherapies used for children's cancers are over 25 years old; and

WHEREAS, the incidence of childhood cancer is on the rise with an estimated 16,000 children diagnosed every year (43 per day) in the United States alone; of those 43 children per day, eight will die and somewhere in the world a child is diagnosed every two minutes; and

WHEREAS, the incidence of cancer among adolescents and young adults is increasing at a greater rate than any other age group, except those over 65 years of age and an estimated 2,900 children die each year of cancer in the United States alone; the average age of death for a child with cancer is eight, causing a child to lose 69 years of expected life; and

WHEREAS, many adult cancers can be diagnosed early, in 80% of kids, cancer has already spread to other areas of the body by the time it is diagnosed; and

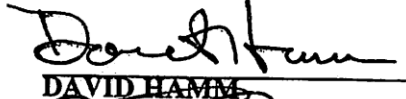
WHEREAS, the causes of most childhood cancers are unknown and at the present, childhood cancer cannot be prevented, and families who are or have been in treatment work tirelessly to change these alarming statistics; and

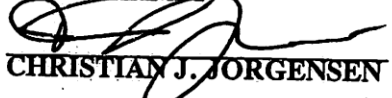
WHEREAS, the Lake County Council desires to proclaim September as Childhood Cancer Awareness Month in an effort to increase public awareness and education.


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


That the Lake County Council declares September as Childhood Cancer Awareness Month in Lake County, Indiana.

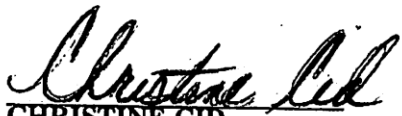
SO RESOLVED THIS 9th day of August, 2022.

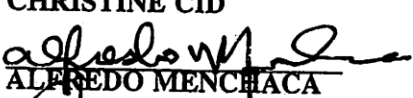
  
DAVID HAMM


  
CHRISTIAN J. JORGENSEN

  
DANIEL E. BERNULC

  
TED F. BILSKI, President

  
CHRISTINE CID

  
ALFREDO MENCHACA

  
CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Proclaiming September as Prostate Cancer Awareness Month

Cid made the motion, seconded by Dernulc, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 22-64**

**RESOLUTION PROCLAIMING SEPTEMBER  
AS PROSTATE CANCER AWARENESS MONTH**

**WHEREAS, the month of September brings prostate cancer into focus by increasing public understanding of the disease, including its prevalence, screening, prevention, and treatment options; and**

**WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and is a leading cause of death in men, second only to lung cancer; and**

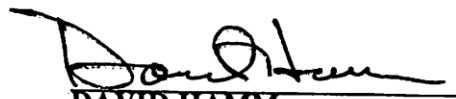

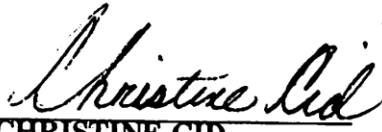
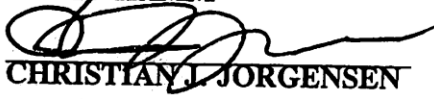


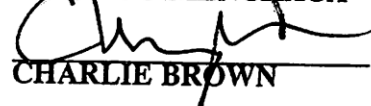
**WHEREAS, this year 1 in 7 men will be diagnosed with prostate cancer and 1 in 38 will die of the disease, early detection is the key; and**

**WHEREAS, the Lake County Council supports September as Prostate Cancer Awareness Month in an effort to increase public awareness and education.**

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

**That the Lake County Council declares September as Prostate Cancer Awareness Month in Lake County, Indiana.**

**SO RESOLVED THIS 9<sup>th</sup> day of August, 2022.**

 DAVID HAMM	 TED F. BILSKI, President	 CHRISTINE CID
 CHRISTIAN J. JORGENSEN		 ALFREDO MENCHACA
 DANIEL E. DERNULC		 CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution Proclaiming September as National Suicide Prevention Month

Dernulc made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 22-65**

**RESOLUTION PROCLAIMING SEPTEMBER  
AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH**

**WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and**

**WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and**

**WHEREAS, according to the CDC, each year more than 41,000 people die by suicide; suicide is the tenth leading cause of death among adults in the United States, and the second leading cause of death among people aged 10-24; and**

**WHEREAS, Lake County is no different than any other community in the Country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and**

**WHEREAS, local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and**

**WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and**


**WHEREAS, we encourage all residents to take the time to inquire as to the well-being of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer; and**

**WHEREAS, the Lake County Council desires to proclaim September as National Suicide Prevention Awareness Month in an effort to increase public awareness and education.**

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

**That the Lake County Council proclaims September as National Suicide Prevention Awareness Month; furthermore the Lake County Council encourages the citizens of Lake County to seek counsel and input from any person or group with knowledge and expertise in mental health matters.**

**SO RESOLVED THIS 9<sup>th</sup> day of August, 2022.**

  
\_\_\_\_\_  
DAVID HAMM

  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID

  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Requiring that certain Townships within Lake County Shall Receive a Specified Amount of the Tax Revenues Distributed Pursuant to I.C. 6-3.6-6-8 for the year of 2023

Jorgensen made the motion, seconded by Cid, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 22-66

RESOLUTION OF THE LAKE COUNTY COUNCIL  
REQUIRING THAT CERTAIN TOWNSHIPS WITHIN LAKE COUNTY,  
INDIANA, SHALL RECEIVE A SPECIFIED AMOUNT  
OF THE TAX REVENUES DISTRIBUTED  
PURSUANT TO I.C. 6-3.6-6-8 FOR THE YEAR 2023

**WHEREAS,** I.C. 6-3.6-6-8 provides for the allocation of additional revenues from the tax under I.C. 6-3.6-6-1, et. seq., to public safety purposes; and

**WHEREAS,** pursuant to I.C. 6-3.6-6-1, the Lake County Council is the adopting body which imposed a tax under I.C. 6-3.6-6-2 on the adjusted gross income of local taxpayers in Lake County served by the Lake County Council (Lake County Ordinance No. 1360B, imposing a Public Safety County Adjusted Gross Income Tax (CAGIT); and

**WHEREAS,** pursuant to I.C. 6-3.6-6-8( c) a fire department, volunteer fire department, or emergency medical services provider that:

- (1) Provides fire protection or emergency medical services within Lake County; and
  - (2) Is operated by or serves a public subdivision that is not otherwise entitled to receive a distribution of tax revenue under this Section,
- may before July 1<sup>st</sup> of a year apply to the Lake County Council for a distribution of tax revenues under this section during the following calendar year to be used for public safety purposes; and

**WHEREAS,** pursuant to I.C. 6-3.6-6-8( c) the Lake County Council shall review the applications submitted and may before September 1, 2022 adopt a resolution requiring that one or more of the applicants shall receive a specified amount of tax revenue to be distributed during the 2023 calendar year; and

**WHEREAS,** a resolution providing for a distribution to one or more fire departments, volunteer fire departments or emergency medical service provider shall be distributed before the remainder of the tax revenue is allocated under I.C. 6-3.6-6-8(b); and

**WHEREAS,** that pursuant to I.C. 6-3.6-6-8( c), the Interlocal Cooperation Agreement between Lake County and the Townships to provide a distribution formula of the Public Safety County Adjusted Gross Income Tax dated July 16, 2014, (Exhibit "A"), the Joint Resolution to enter into the Interlocal Agreement, Resolution No. 2014-1, to receive public safety funding revenue from the Lake County Public Safety County Adjusted Income Tax (CAGIT) (Exhibit "B"), and the Township Trustees' letter of May 16, 2022 (Exhibit "C"), the Township Trustees hereby apply to the Lake County Council for a distribution of tax revenue under I.C. 6-3.6-6-8 for the calendar year 2023.





NOW, THEREFORE, it is duly resolved as follows:

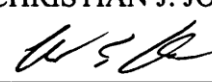
1. That the following Townships: Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township, and Winfield Township, (collectively referred to as Townships) qualify under I.C. 6-3.6-6-1, et. seq., to receive a distribution of the Public Safety County Adjusted Gross Income Tax imposed by the Lake County Council, Ordinance No. 1360B, (CAGIT).
2. That the Townships shall receive the specific amount for the distribution of tax revenues under I.C. 6-3.6-6-1, et. seq., for the calendar year 2023, as provided in the Interlocal Agreement between the Townships (Exhibit "A") and the Joint Resolution, Resolution No. 2014-1 (Exhibit "B") to receive the distribution of the Public Safety County Adjusted Gross Income Tax.
3. That a copy of this Resolution shall be provided to the Lake County Auditor and the Indiana Department of Local Government Finance within fifteen (15) days.


SO RESOLVED THIS 9<sup>th</sup> DAY OF AUGUST, 2022.


  
 \_\_\_\_\_  
 TED F. BILSKI, President

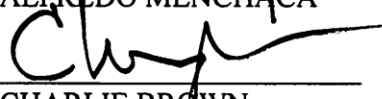
  
 \_\_\_\_\_  
 DAVID HAMM

  
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 CHRISTIAN J. JORGENSEN

  
 \_\_\_\_\_  
 DANIEL E. DERNULC

  
 \_\_\_\_\_  
 CHRISTINE CID

  
 \_\_\_\_\_  
 ALFREDO MENCHACA

  
 \_\_\_\_\_  
 CHARLIE BROWN

Members of the Lake County Council

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**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT made and entered into this <sup>14</sup> day of July 2014, by and between the Lake County Council (COUNCIL); Lake County Board of Commissioners (COMMISSIONERS) and the following Townships of Lake County: Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township. (Collectively referred to as TOWNSHIPS.)

**WITNESSETH THAT:**

WHEREAS, each of the parties hereto is a political subdivision located in Lake County, Indiana; and

WHEREAS, Lake County (COUNTY) pursuant to I.C. 6-3.5-1.1-25 adopted Ordinance No. 1960B imposing a Public Safety County Adjusted Gross Income Tax (CAGIT) on the taxpayers of Lake County, Indiana; and

WHEREAS, I.C. 6-3.5-1.1-25 provided a distribution formula for the tax revenues generated by said tax, but did not provide for any allocation of said revenues to the Townships set forth above; and

WHEREAS, said Townships are required, pursuant to I.C. 36-6 et. seq. are required to provide fire protection for the unincorporated portions of their respective Townships; and

WHEREAS, the parties have agreed on a formula for the distribution of a portion of said revenues; and

WHEREAS, this Agreement shall be considered an Interlocal Cooperation Agreement in accordance with I.C. 36-1-7-1, et. seq; and

WHEREAS, the parties desire to set forth the terms and provisions of the Interlocal Cooperation Agreement in writing;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. **Authorization.** Each of the parties hereto, by ordinance or resolution, has been authorized to enter into this written agreement.
2. **Effective Date.** The effective date of this Agreement shall be January 1, 2015.
3. **Duration.** This Agreement shall remain in full force and effect unless amended or terminated by agreement of the parties.
4. **Subject to Appropriation.** The funding of this Agreement shall be subject each year to appropriation of funds by the Lake County Council and review and approval of same by the appropriate agency of the State of Indiana.
5. **Purpose.** The purpose of this Agreement is to delineate the method of distribution of the tax revenues to the Townships.

Ex. A

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6. **Distribution of Revenue.** The County agrees to distribute payments directly to each of the Townships that are parties to this Agreement. Payments shall be made by the County within thirty (30) days after receipt of said Taxes by the County. The formula for distribution of said revenues to the Townships shall be based on the most current certified census information available. The initial distribution formula is based on the Certified 2010 Census data determining the population in the unincorporated areas of each of the Townships.

The formula for the future distribution of revenues shall be modified under the following conditions: (1) The Certification from any decennial census completed by the U. S. Bureau of Census during the term of this Agreement, or; (2) the submission by one or more Townships of a certified special census commissioned by the political subdivision(s) and performed by the U. S. Bureau of the Census.

The distribution shall change with the payments beginning January 1 of the year following a Special Census and the next payment following the distribution of a Regular Decennial Census.

7. **Uses of Money.** The Townships agree to restrict the use of their share of the proceeds for the purposes of providing fire protection and public safety in the respective townships, and all funds shall be deposited in the respective Township Fire and/or Fire Combinations Funds.

8. **Administration of the Agreement.**

A. This Agreement shall be administered by the Consortium of which all Township parties to the Agreement shall be represented by one (1) person authorized by each member.

B. Any action taken under this Agreement shall be approved by not less than a majority vote of all of the members of the Consortium.

Each member of the Consortium is entitled to one (1) vote. Votes or other approving authority by members of the Consortium may be made at meetings called for such purpose or in a separate written approval.

9. **Recording and Filing of this Agreement.** Before it takes effect, this Agreement shall be recorded with the Recorder of Lake County, Indiana, and within sixty (60) days, thereafter, shall be filed with the Indiana State Board of Accountants.

10. This Agreement has been executed by the Executive Officer and Board Members of each of the Townships who are parties hereto, the President and Members of the Lake County Council and Board of Commissioners.

11. **Partial Invalidity.** If any section, clause, provision or portion of this Agreement shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Agreement.

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LAKE COUNTY COUNCIL:

[Signature]  
7/9/14  
Ted Bialek, President

[Signature]  
Christina Chi

[Signature]  
Elise Franklin

[Signature]  
Daniel E. Darnick

[Signature]  
Elden Strong

[Signature]  
James A. Prince

[Signature]  
David Koser

LAKE COUNTY BOARD OF COMMISSIONERS:

[Signature] [Signature] [Signature] D.H.  
Michael C. Rupy Gerry Schaub Roosevelt Allen

CEDAR CREEK TOWNSHIP:

[Signature]  
Trustee

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

CENTER TOWNSHIP:

[Signature]  
Trustee

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

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**SINGLE CREEK TOWNSHIP:**

*[Signature]*

Trustee

*Brian McNeil*

Board Member

*Robert Lott*

Board Member

Board Member

**HANOVER TOWNSHIP:**

*[Signature]*

Trustee

*Pamela Costin*

Board Member

*[Signature]*

Board Member

Board Member

**ROBERT TOWNSHIP:**

*Thomas Hill*

Trustee

*[Signature]*

Board Member

*[Signature]*

Board Member

Board Member

**ST. JOHN TOWNSHIP:**

*Jean E. Shepherd*

Trustee

*Alfred M. Hanson*

Board Member

*[Signature]*

Board Member

Board Member

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**WEST CREEK TOWNSHIP:**

*Thaddeus Muesing*

Trustee

*Will P. [Signature]*

Board Member

*[Signature]*

Board Member

*Patricia [Signature]*

Board Member

**WINFIELD TOWNSHIP:**

*[Signature]*

Trustee

*Linda Eisenhauer*

Board Member

*[Signature]*

Board Member

Board Member

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**Analysis of Potential Local Option Income Tax (LOIT) Distribution  
Lake County, Indiana**

Population Method		
2010 Population	Percentage of Total	Estimated LOIT Distribution
Calumet Township	0.00%	\$ -
Cedar Creek Township	1.13%	48,240
Center Township	1.39%	59,613
Eagle Creek Township	0.34%	14,405
Hanover Township	0.52%	22,289
Hobart Township	0.10%	4,491
North Township	0.00%	-
Rosa Township	0.00%	-
St. John Township	1.93%	82,705
West Creek Township	0.76%	32,419
Winfield Township	1.14%	48,974
<b>County (Incorporated)</b>	<b>92.69%</b>	<b>-</b>
<b>Total</b>	<b>100.00%</b>	<b>\$ 313,136</b>

*Handwritten notes: A bracket groups the population values from Cedar Creek to West Creek, with the number 28,776 written next to it. Another bracket groups the LOIT values for St. John and Winfield townships, with the number 17,71 written next to it.*

**Estimated LOIT for Public Safety \$ 8,566,844**

*Corridor & Company*

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**Joint Resolution No. 2014- 1**

**A Joint Resolution To Enter into an Interlocal Cooperation Agreement with Lake County, Indiana to Receive Public Safety Funding Revenues from the Lake County Public Safety County Adjusted Income Tax (CAGIT)**

Whereas, Lake County, Indiana pursuant to I.C. 6-3.5-1-25, Adopted Ordinance No. 1360B imposing a Public Safety Adjusted Gross Income Tax (CAGIT) on the taxpayers of Lake County, Indiana: and

Whereas, there are no provisions within said Ordinance for the distribution of any of the revenues to the Lake County Townships for the purpose providing public safety and fire protection by said Townships to their residents; and

Whereas, Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township. (Collectively referred to as TOWNSHIPS) have agreed that a portion of said revenues should be distributed by Lake County to the Townships, based on the respective populations of each Township based on the 2010 Decennial Census for the purpose of providing public safety and fire protection services and have had prepared an Interlocal Cooperation Agreement to be entered into by Lake County and all the Townships.

Now, therefore, it is duly resolved by the Legislative bodies of Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township. (Collectively referred to as TOWNSHIPS) as follows:

Section One: That the Interlocal Cooperation Agreement attached hereto be executed by the respective Township Trustees and Advisory Board Members and submitted to Lake County for adoption by the Lake County Council and Lake County Board of Commissioners.

Passed and Adopted by the Legislative bodies of Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township. (Collectively referred to as TOWNSHIPS) this 21<sup>st</sup> day of April, 2014.

**Ex. B**



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**Township Legislative Bodies:**

**CEDAR CREEK TOWNSHIP:**

William Stahl  
Trustee

Randall Wittrock  
Board Member

Anthony Lynn-Mason  
Board Member

Judith A. Mathis  
Board Member

**CENTER TOWNSHIP:**

Paul Baema  
Trustee

[Signature]  
Board Member

Glenn Wade  
Board Member

Jane Watson  
Board Member

**EAGLE CREEK TOWNSHIP:**

[Signature]  
Trustee

Brian McNeill  
Board Member

Volunt Fitch  
Board Member


\_\_\_\_\_  
Board Member

52

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**HANOVER TOWNSHIP:**


  
Trustee

  
Board Member

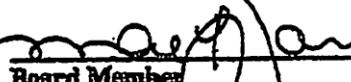
  
Board Member

Board Member

**HOBART TOWNSHIP:**

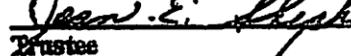
  
Trustee

  
Board Member

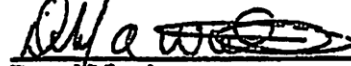
  
Board Member

Board Member

**ST. JOHN TOWNSHIP:**

  
Trustee

  
Board Member

  
Board Member

Board Member

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**WEST CREEK TOWNSHIP:**

*Frank Messer*  
Trustee

*[Signature]*  
Board Member

*[Signature]*  
Board Member

*Patricia R. Lopez*  
Board Member

**WINDFIELD TOWNSHIP:**

*[Signature]*  
Trustee

*Linda Eisenbauer*  
Board Member

*[Signature]*  
Board Member

\_\_\_\_\_  
Board Member



**CEDAR CREEK, CENTER, EAGLE CREEK, HANOVER, HOBART, ST. JOHN, WEST CREEK AND WINFIELD TOWNSHIP TRUSTEES**

May 16<sup>th</sup>, 2022

Ted F. Bilski  
President, Lake County Council  
2293 N. Main St  
Crown Point, In 46307

RE: APPLICATION OF THE CEDAR CREEK, CENTER, EAGLE CREEK, HANOVER, HOBART, ST. JOHN, WEST CREEK AND WINFIELD TOWNSHIP TRUSTEE (TOWNSHIPS) REQUESTING THAT THE LAKE COUNTY COUNCIL APPROVE A DISTRIBUTION OF THE TAX REVENUES PURSUANT TO I.C. 6-3.6-6-1, ET. SEQ., FOR THE YEAR 2023

Dear President Bilski:

Indiana code 6-3.6-6-1(c) provides that a fire department, volunteer fire department, or emergency medical services provider that:

- (1) Provides fire protection or emergency medical services within Lake County; and
- (2) Is operated by or serves a public subdivision that is not otherwise entitled to receive a distribution tax revenue under I.C. 6-3.6-6-1, et. Seq (Public Safety County Adjusted Gross Income Tax (CAGIT).

May before July 1<sup>st</sup> of a year apply to the Lake County Council for a distribution of tax revenues under this section during the following calendar year to be used for public safety purposes.

Indiana Code 6-3.6-6-8 also provides that the Lake County Council shall review the applications submitted and may before September 1, 2022 adopt a resolution requiring that one or more of the applicants shall receive a specified amount of tax revenue to be distributed during the 2023 calendar year.

The Township herein qualifies under I.C. 6-3.6-6-1, et seq., to receive a distribution of the Public Safety County Adjusted Gross Income Tax. Therefore the Townships by this request apply to the Lake County Council for the distribution of tax revenues under I.C. 6-3.6-6-1, et. Seq., for the calendar year 2023.

Thank you for your cooperation and consideration in this matter.

**Ex. C.**

**CEDAR CREEK TOWNSHIP:**  
Alice F. Dahl  
Trustee                      Date

**HOBART TOWNSHIP:**  
Thomas D. Bell  
Trustee                      Date

**CENTER TOWNSHIP:**  
Paul Bremer  
Trustee                      Date

**ST. JOHN TOWNSHIP:**  
Cathy J. Larson  
Trustee                      Date

**EAGLE CREEK TOWNSHIP:**  
Jim Brown  
Trustee                      Date

**WEST CREEK TOWNSHIP:**  
H. J.  
Trustee                      Date

**HANOVER TOWNSHIP:**  
Ken Cook  
Trustee                      Date

**WINDFIELD TOWNSHIP:**  
Louise H. Hines  
Trustee                      Date

In the Matter of Resolution of the Lake County Council Regarding Appropriation of American Recovery Plan Funds to the City of Whiting

Cid made the motion, seconded by Menchaca, to approve. Majority voted yes. Motion to approve carried 7-0.

**RESOLUTION NO. 2022- 67**

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF AMERICAN RECOVERY PLAN FUNDS  
TO THE CITY OF WHITING, INDIANA**

**WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

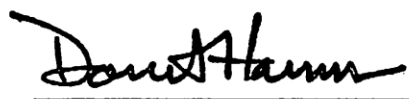
**WHEREAS,** Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which may be utilized for certain projects which include water and sewer projects; and

**WHEREAS,** the County has engaged in conversation with the City of Whiting, Indiana to partially reimburse the City of Whiting for installation of a new water main which would provide better fire protection service to an area of the historic downtown known currently as the "119<sup>th</sup> Street Alley Water Main - New York to Schrage Avenue" and such project qualifies for use of ARP funds and will provide a benefit to the citizens of Lake County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$300,000.00 of the ARP funds received by the County to the City of Whiting's "119<sup>th</sup> Street Alley Water Main - New York Avenue to Schrage Avenue" water main project as part of the County's application for co-financing through the State Water Infrastructure Funds ("SWIF") program and/or other programs by the State of Indiana for project subsidy.

**PASSED AND ADOPTED** by the Council of Lake County, Indiana, on the 9 day of August, 2022.

  
\_\_\_\_\_  
DAVID HAMM

  
\_\_\_\_\_  
TED F. BILSKI, President

  
\_\_\_\_\_  
CHRISTINE CID

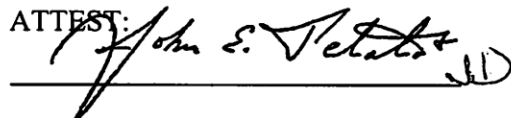
  
\_\_\_\_\_  
CHRISTIAN J. JORGENSEN

  
\_\_\_\_\_  
ALFREDO MENCHACA

  
\_\_\_\_\_  
DANIEL E. DERNULC

  
\_\_\_\_\_  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:  
  
\_\_\_\_\_  
JOHN E. PETATA, JD

In the Matter of Resolution of the Lake County Council Authorizing the Auditor to Issue a Warrant to the Treasurer to Resolve Southlake Mall Property Tax Appeal and Refund

Cid made the motion, seconded by Menchaca, to defer to September, 13, 2022. Majority voted yes. Motion to defer carried 7-0.

In the Matter of Ordinance Establishing the LADOS Division 2 Indiana Supreme Court Technical Grant Fund, a Non-Reverting Fund

Jorgensen made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Jorgensen made the motion, seconded by Dernulc, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Jorgensen made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

**ORDINANCE NO. 1474A**

**ORDINANCE ESTABLISHING THE LADOS DIVISION 2  
INDIANA SUPREME COURT TECHNICAL  
GRANT FUND, A NON-REVERTING FUND**

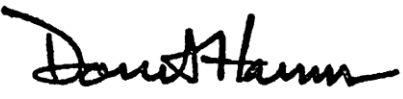


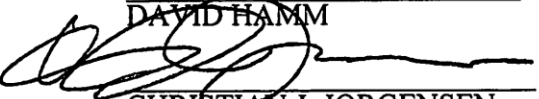



- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided by 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,** LADOS Division 2 has been awarded a reimbursement grant from the Indiana Supreme Court - Office of Court Services titled LADOS Division 2 Indiana Supreme Court Technical Grant in the sum of Two Thousand Five Hundred (\$2,500.00) Dollars to purchase laptop computers and Microsoft software licenses; and
- WHEREAS,** the Lake County Council desires to create a LADOS Division 2 Indiana Supreme Court Technical Grant Fund, a Non-Reverting Fund for the deposit of Two Thousand Five Hundred (\$2,500.00) Dollars from the Indiana Supreme Court - Office of Court Services.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the LADOS Division 2 Indiana Supreme Court Technical Grant Fund, a Non-Reverting Fund, is established for the deposit of Two Thousand Five Hundred (\$2,500.00) Dollars from the Indiana Supreme Court - Office of Court Services.
2. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the LADOS Division 2 Indiana Supreme Court Technical Grant Fund.

4. In the event the LADOS Division 2 Office receives future awards from the Indiana Supreme Court Technical grant program, those grants may be accounted for using the established Fund.

SO ORDAINED THIS 9th DAY OF AUGUST, 2022.

 _____ DAVID HAMM	 _____ TED F. BILSKI, President	 _____ CHRISTINE CID
 _____ CHRISTIAN J. JORGENSEN		 _____ ALFREDO MENCHACA
 _____ DANIEL E. DERNULC		 _____ CHARLIE BROWN

Members of the Lake County Council



In the Matter of Plan Commission Ordinance 2558 – HOWARD 5 LLC, Owner & Grayhome Lakes LLC, Petitioner, 7-20-2022, CCD & R-2 to R-1, Favorable Recommendation (Vote 8-0)

Jorgensen made the motion, seconded by Hamm, to approve proposal. Majority voted yes. Motion to approve proposal carried 7-0.

**ORDINANCE #2558  
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation July 20, 2022).

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

**ZONE CHANGE** from CDD (Conditional Development District) and R-2 (One-Family Zone) to R-1 (One-Family Zone) owned by Howard 5 LLC and petitioned by Graythorne Lakes LLC for a proposed residential development on the following described property:

General Location: Located approximately 3/10 of a mile south of 153<sup>rd</sup> Avenue on the west side of Clark Street in Cedar Creek Township.


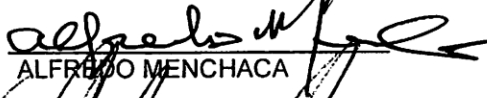





PARCEL DESCRIPTION (PARCEL "C" PER DOC. NO. 2019 010282 REFERENCED HEREON):

PART OF THE SOUTH 1/2 SECTION 1, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 1,480.12 FEET TO THE SOUTH LINE OF 154TH PLACE AS PER PLAT OF DALECARLIA FAIRWAYS SUBDIVISION RECORDED IN PLAT BOOK 35, PAGE 78; THENCE NORTH 88 DEGREES 54 MINUTES 27 SECONDS WEST 738.77 FEET (RECORD BEARING AND DISTANCE = NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST, 739.60 FEET) ALONG THE SOUTH LINE OF 154TH PLACE TO THE WEST LINE OF HOVEY STREET; THENCE SOUTH 52 DEGREES 17 MINUTES 00 SECONDS WEST, 481.73 FEET; THENCE SOUTH 09 DEGREES 00 MINUTES 08 SECONDS WEST, 234.54 FEET; THENCE NORTH 81 DEGREES 03 MINUTES 35 SECONDS WEST, 366.06 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 56 SECONDS EAST, 44.18 FEET TO A MONUMENT FOUND ON THE EAST LINE OF DURBIN STREET AND THE SOUTH LINE OF DALECARLIA FAIRWAYS; THENCE NORTH 88 DEGREES 54 MINUTES 25 SECONDS WEST, 878.11 FEET (RECORD BEARING AND DISTANCE = NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST, 878.81 FEET) TO A MONUMENT FOUND AT THE SOUTHWEST CORNER OF LOT 28 IN SAID DALECARLIA FAIRWAYS; THENCE NORTH 48 DEGREES 27 MINUTES 31 SECONDS WEST, 339.89 FEET (RECORD BEARING AND DISTANCE= NORTH 48 DEGREES 28 MINUTES 01 SECONDS WEST, 340.00 FEET) TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 25 IN SAID DALECARLIA FAIRWAYS, THENCE SOUTH 68 DEGREES 29 MINUTES 55 SECONDS WEST, 305.20 FEET (RECORD BEARING AND DISTANCE = SOUTH 68 DEGREES 29 MINUTES 25 SECONDS WEST, 305.00 FEET) TO AN LP. FOUND AT THE SOUTHWEST CORNER OF LOT 20 IN SAID DALECARLIA FAIRWAYS, THENCE NORTH 83 DEGREES 29 MINUTES 27 SECONDS WEST, 325.16 FEET TO THE EASTERLY SHORE LINE OF LAKE DALECARLIA, THENCE SOUTHERLY ALONG THE EASTERLY SHORE OF LAKE DALECARLIA TO AN I.P. FOUND AT THE NORTHWEST CORNER OF LOT 71, BLOCK 15, DALECARLIA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22 PAGE 18 THENCE SOUTH 61 DEGREES 38 MINUTES 46 SECONDS EAST, 63.57 FEET MORE OR LESS TO THE SOUTH LINE OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P.M.; THENCE SOUTH 88 DEGREES 52 MINUTES 16 SECONDS EAST, 2,942.2 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 89.433 ACRES MORE OR LESS.

IS HEREBY   X                                             BY THE COUNTY COUNCIL  
APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS   9th   DAY OF   August  , 2022.

MEMBERS OF THE LAKE COUNTY COUNCIL

	
_____ TED BILSKI, PRESIDENT	
	
_____ ALFREDO MENCHACA	_____ DANIEL BERNILC
	
_____ CHRISTINE CID	_____ CHRISTIAN JORGENSEN
	
_____ CHARLIE BROWN	_____ DAVID HAMM

Acknowledgments:

Councilwoman Cid congratulated East Chicago Central Graduate Kanysha Green who received a full academic scholarship to Notre Dame.

Additional Comments:

Councilman Brown asked that Attorney O'Donnell send councilmembers the amended Indiana Code (I.C) regarding the meetings of a committee to avoid any violations.

Hanover Township Trustee Kevin Toth thanked the council for approving the CAGIT funds.

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

---

President, Lake County Council

ATTEST:

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John E. Petalas,  
Lake County Auditor