

The Board met in due form with the following members present: Gerry Scheub, Roosevelt Allen, Jr., and Frances DuPey. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 9th day of December, 2008 at about 4:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 9th day of December, 2008 at about 4:30 p.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

DuPey made a motion, seconded by Allen, to approve the opening of the Bids/Proposals. Motion passed 3-0.

Order #2 Agenda #5C

In the Matter of Deletions to Agenda.

DuPey made a motion, seconded by Allen, to approve the Deletions (Numbers 17, 41, 49, 85, 96, and Number 97). Motion passed 3-0.

Order #3 Agenda #5B

In the Matter of Notices/Agenda: Additions and Corrections to Agenda for a Regular Meeting.

Allen made a motion, seconded by Scheub, to approve the Additions to the agenda, with all additional items to be read following Regular Agenda; **Item #5F** – Lake County Treasurer's Tax Status Certifications; **Item #41A** – Consulting Contract between Edgewater Systems for Balanced Living, Inc. and The Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2009 in the amount of \$26,833.33 per month, which is the same rate as 2008; **Item #41B** – Agreement between Med-Staff, Inc. and The Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of: \$2,000,000.00 for the year 2009 payable at the rate of \$166,666.67 per month, \$2,070,000.00 for the year 2010 payable at the rate of \$172,500.00 per month, \$2,142,450.00 for the year 2011 payable at the rate of \$178,537.50 per month, and \$2,217,435.70 for the year 2012 payable at the rate of \$184,786.31 per month; **Item #75A** – Storm Water Maintenance Bond Acceptance in the amount of \$34,400.00 for Emerald Crossing 1-B; **Item #75B** – Storm Water Performance Bond in the amount of \$172,000.00 for Emerald Crossing Unit 1-B; **Item #77A** – Storm Water Performance Bond in the amount of \$103,200.00 for Emerald Crossing 1-A; **Item #77B** – Storm Water Performance Bond in the amount of \$516,000.00 for Emerald Crossing Unit 1-A; **Item #79A** – Consulting Contract between Donald Guernsey and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2009 for Addendum A – Equipment Repair and Warranty Services in an amount not to exceed \$3,500.00 per month, Addendum B – Archival Scanning Services in the amount of .75 cents per page for Old Book Scanning and .25 cents per instrument for Indexing, Addendum C – Data Software Development & Other Services in an amount not to exceed \$53,125.00 payable at the rate of \$125.00 per hour at a maximum of 425 hours, and Addendum D – CD Creation Services in the amount of \$6.00 each; **Item #81F** – Lake Hills Fire Department E-9-1-1 Request in the amount of \$17,500.00; **Item #84A** – Extend Bid Return Date for Bids for Property and Casualty Insurance for the Year 2009 to February 18, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office; **Item #84B** – Extend the Current 2008 Contract for Property and Casualty Insurance thru March 31, 2009 at the same rate as 2008; **Item #92A** – Letter from City of Hammond Law Department concerning Northcote Bridge Petition; **Item #98A** – Consulting Contract between Michael Bosch and the Board of Commissioners of the County of Lake for Attorney Services for the Lake County Coroner for the year 2009 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month; **Item #98B** – Consulting Contract between David Gilyan and the Board of Commissioners of the County of Lake for Attorney Services for the Lake County Sheriff's Merit Board for the year 2009 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month; **Item #98C** – Consulting Contract between Randy A. Godshalk and the Board of Commissioners of the County of Lake for Attorney Services for Lake County Community Corrections for the year 2009 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month; **Item #98D** - Consulting Contract between Gilbert King, Jr. and the Board of Commissioners of the County of Lake for Attorney Services concerning Personnel Questions Assigned by Commissioners Attorney and Grievance Review Board for the year 2009 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour; **Item #98E** – Consulting Contract between Ron Ostojic and the Board of Commissioners of the County of Lake for Attorney Services for the Lake County Sheriff's Corrections Board for the year 2009 in an amount not to exceed \$6,300 at the rate of \$525.00 per hour; **Item #98F** – Consulting Contract between George Patrick and the Board of Commissioners of the County of Lake for Attorney Services concerning Personnel Questions Assigned by Commissioners Attorney, Insurance Oversight Committee, Personnel Manual, Unemployment Cases (Does Not Include Workmen's Compensation Cases) for the year 2009 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour; **Item #98G** – Service Agreement between Professional Claims Management, Inc. and the Board of Commissioners of the County of Lake for Administration of Insurance for the period of January 1, 2009 to December 31, 2010 at the same rate as 2008; **Item #98H** – Consulting Contract between Accurate Sales & Consultants, Inc. and the Board of Commissioners of the County of Lake for Technical Assistance on Public Works Projects for the year 2009 in an amount not to exceed \$50,000.00 at the rate of \$75.00 per hour; **Item #98I** - Consulting Contract between J.M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake for the Year 2009 in an amount not to exceed \$35,000.00 at the rate of \$100.00 per hour (50% payable out of the Commissioners Budget and 50% payable out of E911 Budget); **Item #98J** – Publication of Notice for Lake County Emergency Management Agency Director Position; **Item #98K** – Lake County Treasurer request to open the Crown Point and Hammond Treasurer's Offices on December 31, 2008 between the hours of 8:00 A.M. to 1:00 P.M. **Item #98L** – Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving Issuance of A Second Series of Tax Anticipation Warrants for 2008; **Item #98M** - Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving Issuance of A First Series of Tax Anticipation Warrants for 2009; **Corrections – Item #14** – Proposal Return Date to be extended to January 21, 2009 by 9:30 A.M. in the Lake County Auditor's Office; **Item #15** – Should Read Phase I; **Item #55** – Extend Proposal Return Date to January 21, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office; **Item #56** - Extend Proposal Return Date to January 21, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office; **Item #60** – Should Read between Shared Resource Solutions, Inc. (Thomas P. Dabertin) and the Board of Commissioners of the County of Lake on behalf of the Lake County Clerk; **Item #86** – Should Read Fifteen (15%) Percent; **Item #87** – Should Read Fifteen (15%) Percent; **Item #88** – Should Read Fifteen (15%) Percent. Motion passed 2-1, DuPey against.

Order #4 Agenda #5D

In the Matter of Notices/Agenda: Approval of the Final Agenda

Allen made a motion, seconded by Scheub, to approve the Final Agenda and make it a matter of public record. Motion passed 2-1.

Order #5 Consent Agenda

In the Matter of Consent Agenda (Items 37, 103, 104A, 104B)

Allen made a motion, seconded by DuPey, to approve the items of the Consent Agenda (Items 37, 103, 104A, 104B). Motion passed 3-0.

Order #5 Consent Agenda #37

In the Matter of L.C. Highway – Certificate of Liability Insurance from M & R Demolition, Inc.

Allen made a motion, seconded by DuPey, to approve and make a matter of public record L.C. Highway Department's Certificate of Liability Insurance from M & R Demolition, Inc. Motion passed 3-0.

Order #5 Consent Agenda #103

In the Matter of Vendor Qualification Affidavits.

Allen made a motion, seconded by DuPey, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

BARLEY, DIXON & SMITH, P.C.
J & F CONTRACTORS
SHIRT AND CAP, INC.
LOCKE REYNOLDS LLP
FASTROOT INTERNATIONAL, LLC
F5 NETWORKS, INC.
FREEDOM CONSTRUCTION CO.
MODERN HEATING & COOLING, INC.
LAKE PLUMBING
F/S MECHANICAL
TEIBEL'S RESTAURANT
BJ COMFORTS LLC, COMFORTS CATERING
MARIELOU IRIS KLINEKOLE
CARMELLA T. FAGAN dba BREHON REPORTING
HEALTHPORT TECHNOLOGIES
BINGHAM McHALE LLP
FINANCIAL SOLUTIONS GROUP, INC.
BROWNELLS, INC.
NYAMBI EBIE M.D.
WHITE HAWK COUNTRY CLUB
QUALITY UPHOLSTERY LTD
GOOD SOURCE SOLUTIONS

Order #5 Consent Agenda #104A

In the Matter of Clerk's Branches Report for the months of February, March, April, August, September and October, 2008.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of February, March, April, August, September, and October, 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Clerk's Branches Reports of February, March, April, August, September and October, 2008 as submitted. Motion passed 3-0.

Order #5 Consent Agenda #104B

In the Matter of Treasurer's Report for the month of October, 2008.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of October 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Treasurer's Reports of October 2008 as submitted. Motion passed 3-0.

Order #6 Agenda #6

In the Matter of Proposals: L.C. Building Manager – Janitorial Cleaning Supplies for the year 2009.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to award Cal-Region Supply Inc. with \$16,974.00 for Janitorial Cleaning Supplies for the year 2009. Motion passed 3-0.

Letter of Recommendation

December 1, 2008

Lake County Board of Commissioners
Hon. Gerry Scheub, President
Hon. Roosevelt Allen
Hon. Frances DuPey
2293 N Main Street
Crown Point, Indiana 46307

Order #6 Agenda #6 (cont'd)

Dear Commissioners:

I have reviewed the proposals received for Janitorial Cleaning Supplies for 2009 and my findings are as follows:

Name of Vendor	Order #6 Agenda #6 (cont'd)	Price quoted
1. <u>Cal-Region Supply Inc.</u>		\$16,974.00 <u>Lowest price</u>

- I found this to be the lowest and most responsible proposal therefore, I respectfully recommend that you accept this proposal.

2. <u>Able Paper & Janitorial Supplies, Inc.</u>	\$19,001.20
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2. <u>Great Lakes Supply & Chemical</u>	\$19,140.00
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Respectfully,

Dan Ombac

Order #6 Agenda #7

In the Matter of Proposals: L.C. Building Manager – Lighting Supplies for the year 2009.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to award North Coast Lighting LLC with \$6,331.38 for Lighting Supplies for the year 2009. Motion passed 3-0.

Letter of Recommendation

December 1, 2008

Lake County Board of Commissioners

Hon. Gerry Scheub, President
 Hon. Roosevelt Allen
 Hon. Frances DuPey
2293 N Main Street
Crown Point, Indiana 46307

Dear Commissioners:

I have reviewed the proposals received for Lighting Supplies for 2009 and my findings are as follows:

Name of Vendor	Price quoted
1. <u>Grainger</u>	No bid price found.

Form Attachment-A was not properly filled out. Proposal is incomplete.

2. <u>North Coast Lighting LLC</u>	<u>\$6,331.38</u>
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Found this to be the most responsible proposal therefore, I respectfully recommend approval.

Respectfully,

Dan Ombac

Order #6 Agenda #8

In the Matter of Proposals: L.C. Building Manager – Paper Products for the year 2009.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to award Able Paper & Janitorial Supplies, Inc. with \$24,300.00 for Paper Products for the year 2009. Motion passed 3-0.

Letter of Recommendation

December 1, 2008

Lake County Board of Commissioners

Hon. Gerry Scheub, President
 Hon. Roosevelt Allen
 Hon. Frances DuPey
2293 N Main Street
Crown Point, Indiana 46307

Dear Commissioners:

I have reviewed the proposals received from Able Paper & Janitorial Supplies, Inc. for 2009 Paper Products to be in order. I also found the proposal is the only proposal received. In light of this I respectfully recommend that you approve the contract.

Respectfully,

Dan Ombac

Order #7 Agenda #11 A

In the Matter of L.C. Highway: BIDS: Concrete Curb & Gutter Removal & Replacement for the year 2009.

Order #7 Agenda #11 A (cont'd)

The Board having previously taken the above bids under advisement, does hereby accept the recommendation of the Highway Superintendent to award **Coex, Inc.** with \$173,000.00 for Concrete Curb & Gutter Removal & Replacement for 2009 being the lowest most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11B

In the Matter of L.C. Highway: BIDS: Gasoline & Diesel Fuel delivered to Crown Point Garage for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accept the recommendation of the Highway Superintendent to award **Pinkerton Oil Co., Inc.** with \$198,768.50 for Gasoline & Diesel Fuel delivered to Crown Point Garage for 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11C

In the Matter of L.C. Highway: BIDS: Gasoline & Diesel Fuel delivered to Lowell Garage for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accept the recommendation of the Highway Superintendent to award **Pinkerton Oil Co., Inc.** with \$161,523.50 for Gasoline & Diesel Fuel delivered to Lowell Garage for 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerry Scheub, President

RE: Recommendation of 2009 Annual Bids

Honorable Commissioners:

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bid, which has met our specifications for the following:

1. Gasoline and Diesel Fuel Delivered to Crown Point

*Pinkerton Oil Co., Inc.	\$198,768.50
Petroleum Traders Corp.	\$204,192.40
*Superior Petroleum Products, Inc.	\$208,840.05
Amount as opened and read at Commissioners Meeting Dated 11/19/2008	
was \$157,025.05. Correct amounts as tabulated and confirmed in writing by Superior is \$208,840.00	
Al Warren Oil Co. Inc.	\$209,566.40

2. Gasoline and Diesel Fuel Delivered to Lowell

*Pinkerton Oil Co., Inc.	\$161,523.50
Petroleum Traders Corp.	\$165,885.40
Al Warren Oil Co. Inc.	\$170,157.40
*Superior Petroleum Products, Inc.	\$171,195.50
Amount as opened and read at Commissioners Meeting Dated 11/19/2008	
was \$191,070.50. Correct amounts as tabulated and confirmed in writing by Superior is \$171,195.50.	

We are recommending the acceptance of the above mentioned bids.

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

MWM/spz
Cc: Jill A. Stochel, Assistant Superintendent

Order #7 Agenda #11D

In the Matter of L.C. Highway: BIDS: Ice Control Aggregate Blast Furnace Slag for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accept the recommendation of the Highway Superintendent to award **The Levy Company** with \$166,500.00 for Ice Control Aggregate Blast Furnace Slag for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11E

In the Matter of L.C. Highway: BIDS: Liquid Calcium Chloride for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **Great Lakes Chloride, Inc.** with \$18,000.00 for Liquid Calcium Chloride for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11F

In the Matter of L.C. Highway: BIDS: Mulch Seeding for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **Hubinger Landscaping, Corp.** with \$11,550.00 for Mulch Seeding for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11G

In the Matter of L.C. Highway: BIDS: New Tires, Tire Repair and Recapping for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **GCR Tire Centers, Inc.** with \$120,786.20 for New Tires, Tire Repair and Recapping for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerry Scheub, President

RE: Recommendation of 2009 Annual Bids

Dear Mr. President:

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidders which has met our specifications for the following bid.

1. New Tire, Cold Process or Bandag Recapping and Repair

*GCR Tire Centers, Inc.	\$120,786.20 (Correct Bid Amt.)
489 Fayette Street	\$120,515.20 (Original Bid Amt.)
Hammond, IN 46320	

*Please note there were errors in the addition on two categories. The error had a difference of \$271.00. The correct grand total is \$120,786.20 from (\$120,515.20).

2. Chicago Tire, Inc.	(\$125,655.84) Correct Bid Amt.
16001 South Van Drunen Road	(\$123,413.84) Original Bid Amt.
South Holland, IL 60473	

*Please note Chicago Tire had errors in the addition on three categories. The errors had a difference of \$2,242.00. The correct grand total bid is \$125,655.84 from (\$123,413.84).

We are recommending the acceptance of the above mentioned bids.

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent

Order #7 Agenda #11H

In the Matter of L.C. Highway: BIDS: Painted Pavement Markings on selected County Roads for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **The Airmarking Co., Inc.** with \$159,450.00 for Painted Pavement Markings on selected County Roads for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11I

In the Matter of L.C. Highway: BIDS: Plastic Culverts for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **Baughman Tile Co., Inc.** with \$72,251.10 for Plastic Culverts for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11J

In the Matter of L.C. Highway: BIDS: SMP Cold Patch Mix for Patching for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **Walsh & Kelly** with \$174,000.00 (\$87.00/Ton) for SMP Cold Patch Mix for Patching for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11K

In the Matter of L.C. Highway: BIDS: Traffic Signs for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **Hall Signs Inc.** with \$60,911.39 for Traffic Signs for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Order #7 Agenda #11L

In the Matter of L.C. Highway: BIDS: Vegetation Management for the year 2009.

The Board having previously taken the above bids under advisement, does hereby accepts the recommendation of the Highway Superintendent to award **The Dalton's** with \$19,750.00 for Vegetation Management for the year 2009, being the lowest and most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

Marcus W. Malczewski
Superintendent

December 17, 2009

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

ATTN: Gerald Scheub., President

RE: Recommendation of 2009 Annual Bids

Dear Mr. President:

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest, most responsive which has met our specifications for the following bids.

1. Bid Ice Control Aggregate Blast Furnace Slag**(SOLE BID)**

❖ **The Levy Company**
900 George Nelson Drive
Portage, IN 46368 **\$ 166,500.00 (\$11.10/Ton)**

2. SMP Cold Patch

❖ **Walsh & Kelly** **\$174,000.00 (\$87.00/Ton)**
Reith Riley Construction Co. \$210,000.00 (\$105.00/Ton)
Gallagher Asphalt Corporation \$216,000.00 (\$108.00/Ton)

3. Concrete Curb and Gutter Removal and Replacement

❖ **Coex, Inc.** **\$173,000.00**
Walsh & Kelly Inc. \$254,000.00
Rieth & Riley Inmc. \$378,885.00

4. Liquid Calcium Chloride**(SOLE BID)**

❖ **Great Lakes Chloride, Inc.** **\$18,000.00**
(15% Price preference for Indiana Small Business)



1100 E. Monitor Street
Crown Point, Indiana 46307
Phones: 219-663-0525
219-374-5608
219-769-4247
Fax: 219-662-0497



5. Mulch Seeding**(SOLE BID)**

❖ Hubinger Landscaping, Corp.	\$11,550.00
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6. Painted Pavement Markings

❖ The Airmarking Co., Inc.	\$159,450.00
Roadsafe Traffic Systems	\$193,235.00

7. Plastic Culverts

❖ Baughman Tile Co., Inc.	\$72,251.10
Debco Metal Culverts	\$73,556.50
C & M Pipe and Supply Co.	\$79,564.50

8. Traffic Signs


❖ Hall Signs Inc.	\$60,911.39
(15% Preference for Supplies from Indiana Small Business)	
Lightle Enterprises of Ohio, LLC	\$57,773.20
Roadsafe Traffic Systems (Bid Rejected No signed form 5)	\$64,856.90
Dugan Fisher Signs	\$94,048.17
Rocal Inc. (Incomplete Bid, did not bid all items)	\$221,186.90

9. Vegetation Management

❖ The Dalton's	\$19,750.00
DeAngelo Brothers	\$41,100.00

We are recommending the acceptance of the above mentioned bids.


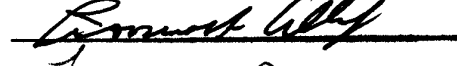
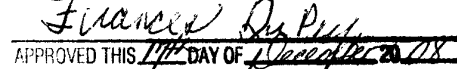
Respectfully,


 Marcus W. Malczewski, Superintendent
 Lake County Highway Department

MWM/spz

cc: Jill A. Stochel, Assistant Superintendent
 2008 bid file

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




 APPROVED THIS 17TH DAY OF December 2008

Order #7 Agenda #11M

In the Matter of L.C. Highway: BIDS: One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to TRUCK CITY OF GARY, 2333 W. 25th Ave., Gary, Indiana, for One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

TRUCK CITY OF GARY, INC. W/ HARCO with 10% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) NEW UNUSED 2009 or Newer 36,420 GVWR

Order #7 Agenda #11M (cont'd)

Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System for \$138,830.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 17, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

TRUCK CITY OF GARY, INC.

Letter of Recommendation:

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerry Scheub, President

RE: One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, November 18, 2008 for the above mentioned equipment. Based upon our review of the bids, the Highway Department recommends award of the contract to the most responsive bidder, **Truck City of Gary, Inc.** in the total amount of \$138,830.00.

Below are the amounts of bids received on November 18, 2008, 9:30am.

Contractor	Amount
Truck City of Gary, Inc.	\$138,830.00
Great Lake Peterbilt-GMC Truck	\$132,489.00 Did not meet all of the specifications as required by the Lake County Highway Department

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

MWM/spz
Cc: Jill A. Stochel, Assistant Superintendent

Order #7 Agenda #11N

In the Matter of L.C. Highway: BIDS: One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Northern Equipment Co., Inc. 16465 W Lincoln Highway, Plymouth, Indiana 46563 for One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

NORTHERN EQUIPMENT CO., INC. W/ no bond is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) NEW UNUSED 2009 OR NEWER TRAILER MOUNTED WATER JETTER for \$45,487.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 17, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

NORTHERN EQUIPMENT CO., INC.

Letter of Recommendation:

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerry Scheub, President

RE: One (1) New Unused 2009 or Newer Trailer Mounted Water Jetter

Order #7 Agenda #11N (cont'd)

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, November 18, 2008 for the above mentioned equipment. Based upon our review of the bids, the Highway Department recommends award of the contract to **Northern Equipment Co. Inc.**, the lowest and most responsive bidder in the total amount of \$45,487.00.

Below are the amounts of bids received on November 18, 2008, 9:30am.

Contractor	Amount
Northern Equipment Co. Inc.	\$45,487.00
Coe Equipment Inc.	\$46,988.00
Jack Doheny Supplies	\$61,500.00

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson P.E., Engineer

Order #7 Agenda #11O

In the Matter of L.C. Highway: BIDS: Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Equipment Marketing Co., 11652 South US Highway 231, Cloverdale, Indiana 46120 for Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

EQUIPMENT MARKETING COMPANY W/ OWEN COMMUNITY BANK, 10% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TWO (2) NEW, UNUSED 2008 OR NEWER SPRAY INJECTION ROAD REPAIR MACHINES for \$107,800.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 17, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

EQUIPMENT MARKETING COMPANY

Letter of Recommendation:

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerald Scheub, President

RE: Two (2) New, Unused 2008 or Newer, Spray Injection Road Repairs Machines

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, November 18, 2008 for the above mentioned equipment. Based upon our review of the bids, the Highway Department recommends award of the contract to **Equipment Marketing Co.**, the lowest and most responsive bidder in the total amount of \$107,800.00.

Below are the amounts of bids received on November 18, 2008, 9:30am.

Contractor	Amount
Equipment Marketing Co.	\$107,800.00
Northern Equipment Co. Inc.	\$44,875.00 Per Item
	Bid not complete

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson P.E., Engineer

Order #8 Agenda #15

In the Matter of L.C. Highway: Request for selection of a consulting engineering firm to provide construction engineering services for 45th Avenue Phase I, Colfax to Cleveland.

DuPey made a motion, seconded by Allen, to award **American Structurepoint, Inc.** as the Consulting Engineering Firm to provide Construction Engineering Services for 45th Avenue Phase I, Colfax to Cleveland. Motion passed 3-0.

Letter of Recommendation

December 17, 2008

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

ATTN: Gerald Scheub, President

RE: 45TH Avenue, Colfax to Cleveland, Construction Engineering

Honorable Commissioners:

The Lake County Highway Department respectfully requests the Lake County Board of Commissioners select a Consulting Engineering firm to provide the Construction Engineering Services for 45th Avenue Phase I.

Please note that American Structurepoint has done an excellent job on the Design Engineering.

Per the Indiana Department of Transportation Rating Forms, American Structurepoint scored the highest of the three firms that were submitted.

The Five Consultants that submitted arte as follows:

American Structurepoint, Inc.	180
Butler Fairman & Suefert	155
Lawson-Fisher	100
Floyd Burroughs	70
Lochner	45

Respectfully,

Marcus W. Malczewski
Superintendent

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent

Order #9 Agenda #16

In the Matter of L.C. Highway – Memorandum of Understanding between the Town of Lowell and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for AE90 Liquid Asphalt at cost plus .10 cents per gallon.

DuPey made a motion, seconded by Allen, to approve the Memorandum of Understanding between the Town of Lowell and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for AE90 Liquid Asphalt at cost plus .10 cents per gallon. Motion passed 3-0.

Order #9 Agenda #16 (cont'd)



Marcus W. Malczewski
Superintendent

Lake County Highway Department



1100 E. Monitor Street
Crown Point, Indiana 46307
Phones: 219-663-0525
219-374-5608
219-769-4247
Fax: 219-662-0497

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered in to this 17th day of December, 2008 by and between Lake County, Indiana by and through the BOARD OF COMMISSIONERS and the TOWN OF LOWELL, hereinafter referred to as "VENDOR".

WITNESSETH

WHEREAS, the BOARD OF COMMISSIONERS desires to purchase on a temporary as needed basis liquid asphalt to be used by the LAKE COUNTY HIGHWAY DEPARTMENT, hereinafter "DEPARTMENT" in the repair of county owned and maintained streets and roads; and

WHEREAS, such temporary as needed basis is for the purpose of facilitating more immediate repair of hazardous potholes unpredictably occurring as a result of freeze and thaw conditions and other inclement weather conditions and not contemplated by the ordinary purchase of department equipment and materials in the normal course of Business; and

WHEREAS, the vendor owns and operates an AE90 liquid asphalt Holding Tank and has the capability for immediate supply and delivery of the asphalt materials Needed for emergency repairs: and

WHEREAS, the DEPARTMENT has no such storage facility and continue to incur the expense of long distance purchase and delivery of materials: and

WHEREAS, the VENDOR and DEPARTMENT are agreeable to immediate reimbursement at cost plus \$0.10 per gallon, based on most recent delivery.

WHEREAS, the department and the VENDOR each agree that the purchase and reimbursement shall be on an as needed basis and that either may terminate this Agreement upon reasonable notice to the other.

NOW, THEREFORE, the VENDOR agrees to provide the services as herein described and the DEPARTMENT agrees to reimbursement paid for such services as herein described.



This MEMORANDUM OF UNDERSTANDING is entered into this 17th day of December, 2008.

Roosevelt Allen Jr Gerry Scheub Frances Dupey
ROOSEVELT ALLEN JR GERRY SCHEUB FRANCES DUPEY

LAKE COUNTY BOARD OF COMMISSIONERS

Before me, a Notary Public, appeared _____, and acknowledged the execution of the foregoing.

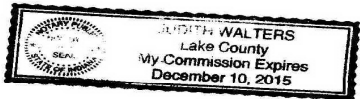
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

TOWN OF LOWELL

BY: Phillip Kuiper
Phillip Kuiper, President

Before me, a Notary Public, appeared Phillip Kuiper on 12-2-08 and acknowledged the execution of the foregoing,

MY COMMISSION EXPIRES _____ Judith Walters
NOTARY PUBLIC



Order #10 Agenda #18

In the Matter of L.C. Highway – Intergovernmental Agreement with the City of Hammond on behalf of the Lake County Highway Department for the replacement of culverts carrying Sohl Avenue over the Grand Calumet River for an estimated \$400,000.00, each paying on half.

DuPey made a motion, seconded by Allen, to approve the Intergovernmental Agreement with the City of Hammond on behalf of the Lake County Highway Department for the replacement of culverts carrying Sohl Avenue over the Grand Calumet River for an estimated \$400,000.00, each paying on half. Motion passed 3-0.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 17th day of December 2008, by and between the Board of County Commissioners of Lake County, Indiana, hereinafter referred to as "THE COUNTY" and THE CITY OF HAMMOND, Indiana hereinafter referred to as "THE CITY"

WITNESSETH:

WHEREAS, THE COUNTY HAS contracted for engineering services for the development of contract plans for the replacement of the Culverts carrying Sohl Avenue over the Grand Calumet River, **THE PROJECT**.

WHEREAS AND THE CITY has requested County participation with the project.

WHEREAS, it is necessary to replace the culverts due to deterioration and roadway failures.

WHEREAS, the work contemplated by this agreement is in the nature of highway construction and maintenance, and matters related thereto; and,

WHEREAS, it is in the best interest of **THE COUNTY** and **THE CITY** to cooperate in causing said improvements to be made, pursuant to the Indiana Interlocal Government Cooperative Act, as found in Indiana Code 36-1-7.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The parties mutually agree to assist one another in **THE PROJECT** as described above, with **THE CITY** and **THE COUNTY** each paying one half of the estimated Four Hundred Thousand Dollars (\$400,000.00) for **THE PROJECT**.
2. **THE COUNTY** agrees that it will enter into the contracts necessary for **THE PROJECT** and file for Funds through the appropriate fund categories allocated to Local Public Agencies.
3. **THE COUNTY** shall act as the lead agency and shall be responsible for **THE PROJECT** including plan preparation, governmental approvals, funding, construction inspection and supervision, and preparation of all necessary construction documents, all under the Administration of a Joint Board comprised of the County Commissioners or their duly

Order #10 Agenda #18 (cont'd)

authorized representatives (not more than three (3) people) and **THE CITY** (not more than three (3) people)

4. The Auditor of **THE COUNTY OF LAKE** is hereby delegated the duty to receive, disburse, and account for all monies of the joint undertaking.
5. **THE COUNTY** agrees that it will pay the funds required from local government attributable to **THE PROJECT** cost for construction preliminary estimated at Four Hundred Thousand Dollars (\$400,000.00), which will be appropriated or have been appropriated for Cumulative Bridge Fund.
6. **THE COUNTY** shall be responsible for maintenance, operation, and repair of **THE PROJECT**.
7. **THE CITY**, agrees to pay for one half of the Project. Costs for the construction of **THE PROJECT** estimated at Four Hundred Thousand Dollars (\$400,000.00), which will be appropriated or have been appropriated from MVH, LR & S or other appropriate account.
8. Final division and final amounts of local matching fund cost for the **PROJECT** will be determined from final costs for work performed. Upon receipt by **THE CITY** of paid receipts and documentation from the **COUNTY** evidencing the expenditures, **THE CITY** shall pay any balance due to **COUNTY**. Monthly partial payments may be made.
9. The agreement exclusive of items 6 & 8 will continue in force until **THE PROJECT** is completed and all necessary fund disbursements and payments are completed, which is anticipated to occur no later than November of 2008. Reasonable extensions for commencement and completion of **THE PROJECT** may be made by written addendum hereto.
10. Items 6 & 8, which deal with responsibility for design, maintenance, operation and repair shall remain in effect indefinitely, or until such time the parties reach a different understanding or if by annexation, change in law or other unforeseen circumstance, the affected party's responsibility ceases.
13. This agreement shall be recorded in the Lake County Recorder's Office after approval hereof by with **THE CITY** and **THE COUNTY**.

Order #10 Agenda #18 (cont'd)

IN WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HAMMOND, INDIANA

BY: W. J. Strang, D. Conway
BY: Stanley Postatni
BY: Barbara Cardwell
BY: _____

BOARD OF LAKE COUNTY INDIANA

BY: Roosevelt Allen, District 1
BY: Gerry J. Scheub, District 2
BY: Frances DuPey, District 3
BY: Peggy H. Katona, County Auditor
BY: _____
Clyde Jones, Highway Attorney

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

COUNCIL OF LAKE COUNTY INDIANA

BY: Ernie Dillon, Member District 1
BY: Elsie Franklin, Member District 2
BY: Jepone Prince, Member District 3
BY: Thomas O'Donnell, Member District 4
BY: Christine Cid, Member District 5
BY: Ted F. Bilski, Member District 6
BY: Larry Blanchard, Member District 7
BY: Peggy Holmgren Katona, County Auditor
BY: _____
Clyde Jones, Highway Attorney

Order #11 Agenda #19

In the Matter of L.C. Highway – Intergovernmental Agreement with the Town of Munster on behalf of the Lake County Highway Department for the Reconstruction of the Approaches for Lake County Bridge #245 over the Little Calumet River in the amount of \$300,000.00.

DuPey made a motion, seconded by Allen, to approve the Intergovernmental Agreement with the Town of Munster on behalf of the Lake County Highway Department for the Reconstruction of the Approaches for Lake County Bridge #245 over the Little Calumet River in the amount of \$300,000.00. Motion passed 3-0.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 17th day of December, 2008, by and between the Board of County Commissioners of Lake County, Indiana, hereinafter referred to as "THE COUNTY" and Town of Munster, Indiana, hereinafter referred to as "THE TOWN" and the City of Hammond, Indiana thereafter referred to as "The City"

WITNESSETH:

WHEREAS, THE COUNTY HAS contracted for engineering services for the development of contract plans for the rehabilitation of LAKE COUNTY BRIDGE NO. 245, Columbia Avenue over the Little Calumet River, The Project.

WHERE THE TOWN AND THE CITY has requested the Bridge and Roadway Approaches be raised to an elevation to meet the top of the Levee elevation being constructed by the Army Corp of Engineers.

WHEREAS, it is necessary to rehabilitate Bridge #245 Project.

WHEREAS, the work contemplated by this agreement is in the nature of highway construction and maintenance, and matters related thereto; and,

WHEREAS, it is in the best interest of THE COUNTY, THE TOWN, and THE CITY to cooperate in causing said improvements to be made, pursuant to the Indiana Interlocal Government Cooperative Act, as found in Indiana Code 36-1-7.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The parties mutually agree to assist one another in the Rehabilitation of the BRIDGE #245 PROJECT as described above with the Town and The City each paying the additional Approach Roadway and Right of Way cost if required raise Bridge # 245 to top of Levee elevation..
 2. THE COUNTY agrees that it will enter into the contracts necessary for the performance of the Bridge #245 Project and file for Funds through the appropriate fund categories allocated to Local Public Agencies.
-

Order #11 Agenda #19 (cont'd)

3. THE COUNTY shall act as the lead agency and shall be responsible for THE BRIDGE #245 PROJECT including plan preparation, governmental approvals, funding, , construction inspection and supervision, and preparation of all necessary construction documents, all under the Administration of a Joint Board comprised of the County Commissioners or their duly authorized representatives (not more than three (3) people) and duly authorized representatives of THE TOWN (not more than three (3) people), and The City (not more than three (3) people)
4. The Auditor of THE COUNTY OF LAKE is hereby delegated the duty to receive, disburse, and account for all monies of the joint undertaking.
5. If right-of-way or other real property is required for the successful completion of THE BRIDGE #245 PROJECT, acquisition shall be per the appropriate state statutes, federal regulations, or federal guidelines. The right-of-way (Permanent) shall be held as public property by THE COUNTY. It is anticipated that any property will be disposed of, other than salvage materials, which shall be handled per the current Indiana Department of Transportation Specifications and Project Special Provision Specifications as agreed to by the Joint Board.
6. THE TOWN, and The City agrees that it shall be solely responsible for the Cost of Construction Maintenance of their respective Roadway Approaches And Right of Way Acquisition, if required.
7. THE County agrees that it will pay the funds required from local government attributable to the BRIDGE # 245 PROJECT cost for construction and construction engineering which is preliminary estimated at One Million Two Hundred Fifty Thousand Dollars (\$1,300,000.00), which will be appropriated or have been appropriated for Cumulative Bridge Fund, MVH, LR & S or other appropriate account.
8. THE COUNTY shall be responsible for maintenance, operation, and repair of the BRIDGE NO # 245 PROJECT.
9. THE TOWN and THE CITY. The TOWN OF MUNSTER and THE CITY OF HAMMOND agrees to pay for the Roadway Approach of the of the Bridge #245 Project. Costs for the construction of the Roadway Approach which is preliminary estimated at Three Hundred Thousand Dollars (\$300,000.00), including design engineering costs project, which will be appropriated or have been appropriated from MVH, LR & S or other appropriate account.

*First Amendment to the Intergovernmental Agreement Concerning Lake County Bridge #245, approved by the Lake County Council February 10, 2009 to correct a typographical error for #7 to read as follows:

7. THE County agrees that it will pay the funds required from local government attributable to the BRIDGE # 245 PROJECT cost for construction and construction engineering which is preliminary estimated at **One Million Three Hundred Thousand Dollars** (\$1,300,000.00), which will be appropriated or have been appropriated for Cumulative Bridge Fund, MVH, LR & S or other appropriate account.

Order #11 Agenda #19 (cont'd)

10. **THE TOWN and The City shall be responsible for maintenance, operation and repair of Roadway Approaches.**
 11. **The costs for THE BRIDGE #245 PROJECT are preliminary estimated to be One Million Three Hundred Thousand Dollars (\$1,300,000.00), total cost. The local costs are to be shared on the basis of the actual the actual cost to construct the BRIDGE #245 PROJECT. THE COUNTY will pay all costs attributable to BRIDGE #245. THE TOWN and THE CITY shall pay all costs attributable to the Roadway Approaches**
 12. **Final division and final amounts of local matching fund cost for the BRIDGE #245 PROJECT will be determined from final costs for work performed. Upon receipt by the TOWN and the CITY of paid receipts and documentation from the COUNTY evidencing the expenditures, the TOWN and the City shall pay any balance due to COUNTY. Monthly Partial payments may be made.**
 13. **The agreement exclusive of items 6, 8 & 10 will continue in force until the BRIDGE #245 PROJECT is completed and all necessary fund disbursements and payments are completed, which is anticipated to occur no later than August of 2009. Reasonable extensions for commencement and completion of the Project may be made by written addendum hereto.**
 14. **Items 6, 8, 10, which deal with responsibility for design, maintenance, operation and repair shall remain in effect indefinitely, or until such time the parties reach a different understanding, or if by annexation, change in law or other unforeseen circumstance, the affected party's responsibility ceases.**
 15. **This agreement shall be recorded in the Lake County Recorder's Office after approval hereof by with THE TOWN AND THE CITY, THE COUNTY, and the Auditor of the State of Indiana.**
-

Order #11 Agenda #19 (cont'd)

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

**THE TOWN COUNCIL OF,
THE TOWN OF MUNSTER, INDIANA**

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

ATTEST: BY [Signature], CLERK-TREASURER

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

**THE BOARD OF PUBLIC WORKS AND SAFETY OF
THE CITY OF HAMMOND, INDIANA**

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: _____

BY: _____

BY: _____

BY: _____

Order #11 Agenda #19 (cont'd)

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

BOARD OF COMMISSIONES OF LAKE COUNTY INDIANA

BY: Roosevelt Allen
Roosevelt Allen, District 4

BY: Gerry J. Scheub
Gerry J. Scheub, District 2

BY: Frances DuPey
Frances DuPey, District 3

BY: Peggy H. Katona
Peggy H. Katona, County Auditor

BY: _____
Clyde Jones, Highway Attorney

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

COUNCIL OF LAKE COUNTY INDIANA

BY: Ernie Dillon
Ernie Dillon, Member District 1

BY: Elsie Franklin
Elsie Franklin, Member District 2

BY: Jerome Prince
Jerome Prince, Member District 3

BY: Thomas O'Donnell
Thomas O'Donnell, Member District 4

BY: Christine Cid
Christine Cid, Member District 5

BY: Ted F. Bielski
Ted F. Bielski, Member District 6

BY: Larry Blanchard
Larry Blanchard, Member District 7

BY: Peggy H. Katona
Peggy H. Katona, County Auditor

BY: _____
Clyde Jones, Highway Attorney

Order #12 Agenda #20

In the Matter of L.C. Highway – Change Order No.1 for Lake County Bridge #84, 121st Avenue over Niles Ditch in the decreased amount of -\$4,009.34.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – Change Order No.1 for Lake County Bridge #84, 121st Avenue over Niles Ditch in the decreased amount of -\$4,009.34. Motion passed 3-0.

Order #13 Agenda #21

In the Matter of L.C. Highway – Pangere Corporation Change Order No.6 for the Lake County Highway Department – Lowell District Garage in the decreased amount of -\$45,484.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Pangere Corporation Change Order No.6 for the Lake County Highway Department – Lowell District Garage in the decreased amount of -\$45,484.00. Motion passed 3-0.

Order #14 Agenda #22

In the Matter of L.C. Highway – Ellas Construction Company, Inc. Change Order No.2 for Lake County Bridge #91, 109th Avenue over Niles Ditch in the amount of \$2,793.00.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – Ellas Construction Company, Inc. Change Order No.2 for Lake County Bridge #91, 109th Avenue over Niles Ditch in the amount of \$2,793.00. Motion passed 3-0.

Order #15 Agenda #23

In the Matter of L.C. Highway – Amended Deer Disposal Contract with Jerri M. Cullum and William J. Fassoth for the year 2009 in an amount not to exceed \$135.00 per deer carcass, and \$50.00 for time if no deer carcass is found after a dispatch call.

DuPey made a motion, seconded by Allen, to approve the Amended Deer Disposal Contract with Jerri M. Cullum and William J. Fassoth for the year 2009 in an amount not to exceed \$135.00 per deer carcass, and \$50.00 for time if no deer carcass is found after a dispatch call. Motion passed 3-0.
(*SEE "FILE" FOR COPY OF ORIGINAL)

Order #16 Agenda #24

In the Matter of L.C. Highway –Service Contract with Tidy John, Inc. for the year 2009.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway –Service Contract with Tidy John, Inc. for the year 2009. Motion passed 3-0.
(*SEE "FILE" FOR COPY OF ORIGINAL)

Order #17 Agenda #25

In the Matter of L.C. Highway – Service Agreement with McDaniel Fire Systems for the maintenance, inspection and monitoring for the fire system at the Lowell Garage for the period of January 1, 2009 to December 31, 2011.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Service Agreement with McDaniel Fire Systems for the maintenance, inspection and monitoring for the fire system at the Lowell Garage for the period of January 1, 2009 to December 31, 2011. Motion passed 3-0.
(*SEE "FILE" FOR COPY OF ORIGINAL)

Order #18 Agenda #26

In the Matter of L.C. Highway – Permanent Right-of-Way Counter Offer in the amount of \$10,000.00 for Parcel #4 concerning Lake County Bridge #95, Reeder Road over Cedar Creek.

DuPey made a motion, seconded by Allen, to approve the Counter Offer for the Permanent Right-of-Way in the amount of \$10,000.00 for Parcel #4 concerning Lake County Bridge #95, Reeder Road over Cedar Creek. Motion passed 3-0.

Order #19 Agenda #27

In the Matter of L.C. Highway – Pangere Corporation Maintenance Bond in the amount of \$366,719.00 for the Lake County Highway Department Lowell District Garage.

DuPey made a motion, seconded by Allen, to approve the Pangere Corporation Maintenance Bond in the amount of \$366,719.00 for the Lake County Highway Department Lowell District Garage. Motion passed 3-0.

Order #20 Agenda #28

In the Matter of L.C. Highway – Proposal from V-Mad in the amount of \$9,720.00 for emergency debris removal built up along both sides and under the existing bridge, Lake County Bridge #281, Calumet Avenue over Little Calumet River to be ratified.

DuPey made a motion, seconded by Allen, to ratify the Proposal from V-Mad in the amount of \$9,720.00 for emergency debris removal built up along both sides and under the existing bridge, Lake County Bridge #281, Calumet Avenue over Little Calumet River. Motion passed 3-0.

LETTER OF RECOMMENDATION

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

December 17, 2008

Attn: Gerald J. Scheub, President

RE: Lake County Bridge # 281 Calumet Avenue over Little Calumet River
Emergency removals of all debris build along both sides and under the bridge.

Honorable Commissioners:

In accordance with the directive issued by the Lake County Board of Commissioners, on September 17, 2008, authorizing the Highway Department to solicit proposals for emergency debris removal build along both sides and under existing bridge, Lake

Order #20 Agenda #28 (cont'd)

County Bridge #281, Calumet Avenue over Little Calumet River the Highway Department received three proposals to remove and dispose of all debris built up along both sides and under the bridge #281.

The proposals were received at the Lake County Highway Department on Monday December 1, 2008 and opened at 3:25 p.m.

Contractor	Lump Sum Price	Start Date	Completion Date
V-Mad	\$9,720.00	2 Work Days/Award	3-4 Work Days
Ellas Construction	\$27,000.00	2 Work Days/Award	4 Work Days
Boyd Construction	\$29,000.00	ASAP Weather Perm.	5 Calendar Days

The Highway Department reviewed the proposals and verbally issued Notice to Proceed to V-Mad Construction Company, the lowest and most responsive bidder.

The Lake County Highway Department respectfully requests, the Board of Commissioners make the proposal submitted by V-Mad Construction Company, the lowest and most responsive bidder.

The Lake County Highway Department respectfully requests, the Board of Commissioners make the proposal submitted by V-Mad, a matter of Public Record.

Respectfully,

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Marcus W. Malczewski
Superintendent

Gerry Scheub
Roosevelt Allen Jr.
Frances DuPey

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson, Engineer
Peggy Siezrputowski, Assistant Engineer

RATIFIED THIS 17TH DAY OF DEC. 2008

Order #21 Agenda #29

In the Matter of L.C. Highway – Proposal from V-Mad in the amount of \$11,990.00 emergency sidewalk repairs at Lake County Bridge #244, Hohman Avenue over Little Calumet River to be ratified.

DuPey made a motion, seconded by Allen, to ratify the Proposal from V-Mad in the amount of \$11,990.00 emergency sidewalk repairs at Lake County Bridge #244, Hohman Avenue over Little Calumet River. Motion passed 3-0.

LETTER OF RECOMMENDATION

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

December 17, 2008

Attn: Gerald J. Scheub, President

RE: Lake County Bridge #244 Hohman Avenue over Little Calumet River
Emergency Sidewalk Repairs

Honorable Commissioners:

In accordance with the directive issued by the Lake County Board of Commissioners, on September 17, 2008, authorizing the Highway Department to solicit proposals for emergency sidewalk repairs, Lake County Bridge # 244, Hohman Avenue over Little Calumet River. The Highway Department received five (5) proposals for emergency sidewalk repairs for Bridge #244.

The proposals were received at the Lake County Highway Department on Monday December 1, 2008, and opened at 3:30 pm.

The proposals were received as followed:

Contractor	Lump Sum Price	Start Date	Completion Date
V-Mad	\$11,990.00	2 Work Days/Award	5 Working Days
Dyer Construction	\$17,500.00	2-Work Days/Notice	5-Working Days
Boyd Construction	\$20,542.00	ASAP Weather Perm.	5 Working Days
Walsh & Kelly	\$34,750.00		
Ellas Construction	\$39,000.00	2 Work Days/Award	5 Working Days

The Lake County Highway Department reviewed the proposals and verbally issued Notice to Proceed to V-Mad Construction Company, the lowest and most responsive bidder.

The Lake County Highway Department respectfully requests, the Board of Commissioners make the proposals submitted by V-Mad, a matter of public record.

Respectfully,

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Marcus W. Malczewski
Superintendent

Gerry Scheub
Roosevelt Allen Jr.
Frances DuPey

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson, Engineer
Peggy Siezrputowski, Assistant Engineer

RATIFIED THIS 17TH DAY OF DEC. 2008

Order #22 Agenda #30

In the Matter of L.C. Highway – County Utility Agreement with AT&T Midwest for Project No. 7076735 located at 2540 Patterson, St. John, Indiana.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – County Utility Agreement with AT&T Midwest for Project No. 7076735 located at 2540 Patterson, St. John, Indiana. Motion passed 3-0.
(*SEE "FILE" FOR COPY OF ORIGINAL)

Order #23 Agenda #31

In the Matter of L.C. Highway – County Utility Agreement with AT&T Midwest for Project No. 7088514 located at N.E. ¼ SEC. 36 T.34N R. 10W, 145TH Avenue and Calumet.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – County Utility Agreement with AT&T Midwest for Project No. 7088514 located at N.E. ¼ SEC. 36 T.34N R. 10W, 145TH Avenue and Calumet. Motion passed 3-0.
(*SEE "FILE" FOR COPY OF ORIGINAL)

Order #24 Agenda #32

In the Matter of L.C. Highway – Resolution Concerning Grant Street (Maple Avenue platted) south of 235th Avenue.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – Resolution Concerning Grant Street (Maple Avenue platted) south of 235th Avenue. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: **Grant Street (Maple Avenue platted) south of 235th Avenue**

WHEREAS, The Lake County Highway Department, is currently maintaining the road in question.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make acceptance of said road as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF DECEMBER, 2008

BOARD OF COMMISSIONERS of the County of Lake

GERRY J. SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR. COMMISSIONER

FRANCES DuPEY, COMMISSIONER

Order #24 Agenda #33

In the Matter of L.C. Highway – Resolution Concerning Calumet Street off of 225th Avenue.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – Resolution Concerning Calumet Street off of 225th Avenue. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: **Calumet Street off of 225th Avenue**

WHEREAS, The Lake County Highway Department, is currently maintaining the road in question.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make acceptance of said road as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF DECEMBER, 2008

BOARD OF COMMISSIONERS of the County of Lake

GERRY J. SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR. COMMISSIONER

FRANCES DuPEY, COMMISSIONER

Order #24 Agenda #34

In the Matter of L.C. Highway – Resolution Concerning River Road east of State Road 55.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – Resolution Concerning River Road east of State Road 55. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: **River Road east of State Road 55**

WHEREAS, The Lake County Highway Department, is currently maintaining the road in question.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make acceptance of said road as of this date.

Order #24 Agenda #34 (cont'd)

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF DECEMBER, 2008

BOARD OF COMMISSIONERS of the County of Lake

GERRY J. SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR. COMMISSIONER

FRANCES DuPEY, COMMISSIONER

Order #24 Agenda #35

In the Matter of L.C. Highway – Resolution concerning Bayou Road west of State Road 55.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway – Resolution concerning Bayou Road west of State Road 55. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: **Bayou Road west of State Road 55**

WHEREAS, The Lake County Highway Department, is currently maintaining the road in question.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make acceptance of said road as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF DECEMBER, 2008

BOARD OF COMMISSIONERS of the County of Lake

GERRY J. SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR. COMMISSIONER

FRANCES DuPEY, COMMISSIONER

Order #25 Agenda #36

In the Matter of L.C. Highway – Vendor Qualification Affidavit for Hi-Line Utility Supply Co., LLC.

Allen made a motion, seconded by DuPey, to approve the Vendor Qualification Affidavit for Hi-Line Utility Supply Co., LLC, on behalf of the Highway Department. Motion passed 3-0.

Order #26 Agenda #38A

In the Matter of Proposals: L.C. Jail – Correctional Officers Uniforms for the year 2009.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Sklarewitz Uniform with \$363.45 for the year 2009 L. C. Jail Correctional Officers Uniforms. Motion passed 3-0.

Letter of Recommendation:

December 3, 2008

Lake County Board of Commissioners
Gerry Scheub, President
2293 N. Main Street
Crown Point, IN 46307

Re: Lake County Jail – Corrections Officer Uniforms

Commissioners,

We have reviewed the proposal submitted for Corrections Officer Uniforms for calendar year 2009. The proposal submitted by Sklarewitz Uniform meets the specifications provided. We recommend the contract be awarded to Sklarewitz Uniform as it was the only proposal submitted.

Thank you for your consideration.

Sincerely,

Rogelio "Roy" Dominguez
Sheriff of Lake County

RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY

APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #26 Agenda #38B

In the Matter of Proposals: L.C. Jail – Household Supplies for the year 2009.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Great Lakes Supply and Chemical, Inc. for Category I for the year 2009 L. C. Jail Household Supplies. Motion passed 3-0.

Letter of Recommendation:

December 3, 2008

Lake County Board of Commissioners
Gerry Scheub, President
2293 N. Main Street
Crown Point, IN 46307

Re: Lake County Jail – Household Supplies

Commissioners,

Order #26 Agenda #38B (cont'd)

We have reviewed the proposal submitted for Household Supplies Category I for the Lake County Jail for calendar year 2009. The proposal submitted by Great Lake Supply and Chemical, Inc. meets the specifications provided. We recommend the contract be awarded to Great Lakes Supply and Chemical, Inc. as it was the only proposal submitted.

Thank you for your consideration.

Sincerely,

Rogelio "Roy" Dominguez
Sheriff of Lake County

RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY
APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #26 Agenda #38C

In the Matter of Proposals: L.C. Jail – Kitchen Supplies for the year 2009.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Cal-Region Supply, Inc. (Category I) and Able Paper & Janitorial Supplies, Inc. (Category II and III) for the year 2009 L. C. Jail Kitchen Supplies. Motion passed 3-0.

Letter of Recommendation:

December 3, 2008

Lake County Board of Commissioners
Gerry Scheub, President
2293 N. Main Street
Crown Point, IN 46307

Re: Lake County Jail – Kitchen Supplies

Commissioners,

We have reviewed the proposal submitted for Kitchen Supplies for the Lake County Jail for calendar year 2009. We recommend the contracts be awarded to the lowest proposal in each class as follows:

Category I – Cal-Region

Category II – Able Paper

Category III – Able Paper

Thank you for your consideration.

Sincerely,

Rogelio "Roy" Dominguez
Sheriff of Lake County

RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY
APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #26 Agenda #38D

In the Matter of Proposals: L.C. Jail – Maintenance Supplies.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Cal-Region Supply, Inc. (Category I, II, VI) and Able Paper & Janitorial Supplies, Inc. (Category III) and Great Lake Supply & Chemical, Inc. (Category IV) for the year 2009 Maintenance Supplies. Motion passed 3-0.

LETTER OF RECOMMENDATION

December 3, 2008

Lake County Board of Commissioners
Gerry Scheub, President
2293 N Main Street
Crown Point, IN 46307

Re: Lake County Jail Maintenance Supplies Proposal

Commissioners,

We have reviewed the proposals submitted for Lake County Jail Maintenance Supplies for the calendar year. We recommend the contracts be awarded to the lowest proposal in each class as follows:

- Category I -Cal-Region
- Category II -Cal-Region
- Category III -Able Paper
- Category IV -Great Lakes Supply & Chemical, Inc.
- Category V -Cal-Region
- Category VI -Able Paper

A spreadsheet of the bid amounts is attached for your information.

Sincerely,

Rogelio "Roy" Dominguez
Sheriff of Lake County RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY
APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #27 Agenda #39A

In the Matter of Proposals: L.C. Sheriff – 2009 Garage and Motor Supplies.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve VanSenus Auto Parts, Inc. with \$40,979.60 for the award of Class 1, Class 2, Class 3, Class 4, Class 5, Class 6 and Class 9 for L. C. Jail 2009 Garage and Motor Supplies, being the low bidder. Motion passed 3-0.

LETTER OF RECOMMENDATION

To: Lake County Board of Commissioners
 Fr: Lake County Sheriff's Department
 Re: Bid for Garage & Motor Supplies for 2009
 Da: 2 December, 2008

Dear Commissioners:

The Lake County Sheriff's Department has received two bids for Garage and Motor Supplies for 2009.

It is my recommendation that Van Senus Auto Parts, Inc. of Highland, Indiana is awarded Class 1, Class 2, Class 3, Class 4, Class 5, Class 6 and Class 9 has the lowest bidder for Garage & Motors Supplies for 2009.

Thank you for your consideration in this matter.

Sincerely,

Rogelio "Roy" Dominguez
 Sheriff of Lake County

RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 GERRY SCHEUB
 ROOSEVELT ALLEN JR.
 FRANCES DUPEY
 APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #27 Agenda #39B

In the Matter of Proposals: L.C. Sheriff – 2009 Officers Uniforms.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Sklarewitz Uniforms with \$1,413.35 for the award of the bid for Sheriff's Officers Uniforms for the year 2009, having met all specifications. Motion passed 3-0.

LETTER OF RECOMMENDATION

To: Lake County Board of Commissioners
 From: Lake County Sheriff's Department
 Date: December 2, 2008
 Re: Police Uniform Bid 2009

Commissioners:

The Lake County Board of Commissioners received two responses in regards to bid specifications for Lake County Police Uniforms for the year 2009.

The respective bidders were Star Uniforms and Sklarewitz Uniforms. In reviewing the bid sheets Star Uniform was the lowest bidder. I contacted Larry Vaughn, the Star Uniforms representative to review the bid sheets. Mr. Vaughn advised that the bids for the specific items on the bid sheet were not for the specified manufacturer as denoted by the Sheriff's Department.

Order #27 Agenda #39B (cont'd)

Since the bid sheet was not completed to the specifications denoted by the Sheriff's Department. I would like to have the bid from Star Uniforms nullified for the year 2009.

The Sheriff's Department respectfully requests that the bid be given to Sklarewitz Uniforms as they have met all specific specifications on the bid for Police Uniforms 2009.

Respectfully Requested

D.C. Douglas Clark

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 GERRY SCHEUB
 ROOSEVELT ALLEN JR.
 FRANCES DUPEY
 APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #27 Agenda #39C

In the Matter of Proposals: L.C. Sheriff – 2009 Oil and Lubricants.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Pinkerton Oil Co., Inc. with \$13,414.30 for L.C. Sheriff – 2009 Oil and Lubricants, being the lowest bidder. Motion passed 3-0.

LETTER OF RECOMMENDATION

To: Lake County Board of Commissioners
 Fr: Lake County Sheriff's Department
 Re: Bid for Oil & Lubricants for 2009

Order #27 Agenda #39C (cont'd)

Da: 02 December, 2008

Dear Commissioners:

The Lake County Sheriff's Department has received four bids for Oil & Lubricants for the year 2009, as follows:

Superior Petroleum Products Inc. of Crown Point, Indiana, for a total of \$15,209.55

Pinkerton Oil Co, Inc. of Porter, Indiana for a Total of \$13,414.30

Witham Service Inc. of Hammond, Indiana, for a total of \$15,343.15.

Mid-Town Petroleum of Bridgeview, Ill. Bid was rejected because they had not completed State Form 95 (Non-Collusion Affidavit)

My recommendation is that the bid be awarded to Pinkerton Oil Co as they are the lowest bidder for Oil & Lubricants for 2009.

Thank you for your consideration in this matter.

Sincerely,

Douglas Clark
Deputy Commander

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY
APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #27 Agenda #39D

In the Matter of Proposals: L.C. Sheriff – 2009 Tires and Tubes.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve GCR Tire Center with \$97,800.00 for L.C. Sheriff – 2009 Tires and Tubes, being the sole bidder. Motion passed 3-0.

LETTER OF RECOMMENDATION

To: Lake County Board of Commissioners

Fr: Lake County Sheriff's Department

Re: Bid for Tires and Tubes for 2009

Da: 02 December, 2008

Dear Commissioners:

The Lake County Sheriff's Department has received one bid for Tires & Tubes for the year 2009.

GCR Tire Centers of Gary, Indiana for a Total of \$97,800.00

My recommendation is that the bid be awarded to G C R Tire Centers as they are the only bidder for Tires & Tubes for 2009.

Thank you for your consideration in this matter.

Sincerely,

Douglas Clark
Deputy Commander

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DUPEY
APPROVED THIS 17TH DAY OF DECEMBER 2008

Order #28 Agenda #40

In the Matter of Bids: L.C. Sheriff – Food Products for the period of January 1, 2009 to June 30, 2009.

DuPey made a motion, seconded by Allen, to approve the recommendation of the L.C. Sheriff to award the contract for Food Products for the period of January 1, 2009 to June 30, 2009 Classes 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, & 13 to U. S. Food Service, 800 Supreme Drive, Bensenville, Illinois 60106 and Classes 5, 6, 14 & 15 to Sysco Foods Chicago, 250 Wicholdt Drive, Des Plaines, Illinois 60016, both companies being the low bidder in each class. Motion passed 3-0.

Order #28 Agenda #40

In the Matter of BIDS: L.C. Sheriff – Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009.

DuPey made a motion, seconded by Allen, to approve the recommendation of the L.C. Sheriff to approve Interstate Brands Sales Corporation, 7225 Santa Fe Drive, Hodgkins, IL 60525 with \$61,488.00 and U.S. Food Service, 800 Supreme Drive, Bensenville, Illinois 60106 for Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009. Motion passed 3-0.

LETTER OF RECOMMENDATION

LAKE COUNTY SHERIFF'S DEPARTMENT

2293 N. MAIN STREET
CROWN POINT, IN 46307

(219) 755-3400
FAX (219) 755-3371

Rogelio "Roy" Dominguez
Sheriff

"To Serve & Protect"

December 3, 2008

Lake County Board of Commissioners
Gerry Scheub, President
2293 N. Main Street
Crown Point, IN 46307

Re: Lake County Jail Food, Dairy and Bakery Bid

Commissioners,

We have reviewed the bids submitted for Jail Food, Dairy and Bakery for the first six months of 2009. We recommend the contracts be awarded to the low bidder in each class as follows:

Food Bids:

US Foods – Class 1, 2, 3, 4, 7, 8, 9, 10, 11, 12 and 13
Sysco Foods – Class 5, 6, 14, and 15

Dairy Bid:

US Foods - \$61,488.00

Bakery Bid:

Interstate Brands - \$30,494.00

A spreadsheet of the bid amounts is attached for your information.

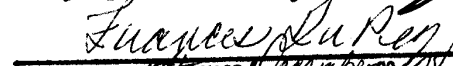
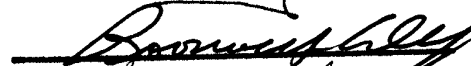
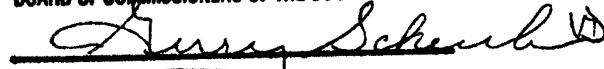
Sincerely,



Rogelio "Roy" Dominguez
Sheriff of Lake County

RD/cm

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 17TH DAY OF DECEMBER 2008



Order #28 Agenda #40 (cont'd)

	US Food Service	Sysco Foods Chicago	Clovercrest Dairy	US Food Dairy	Interstate Brands	Winning Totals
Class 1 - Canned Fruits	\$ 17,843.00	\$ 19,404.00				\$ 17,843.00 US Food
Class 2 - Canned Vegetables	\$ 32,471.20	\$ 35,235.00				\$ 32,471.20 US Food
Class 3 - Canned Pureed Fruits	\$ 2,829.80	\$ 3,274.20				\$ 2,829.80 US Food
Class 4 - Canned Soups	\$ 26,413.40	\$ 28,328.70				\$ 26,413.40 US Food
Class 5 - Produce	\$ 2,072.00	\$ 2,072.00				\$ 2,072.00 Sysco
Class 6 - Beverage/Juice	\$ 4,861.20	\$ 3,914.10				\$ 3,914.10 Sysco
Class 7 - Cereals	\$ 27,769.20	\$ 29,218.40				\$ 27,769.20 US Food
Class 8 - Cookies & Crackers	\$ 1,649.00	\$ 1,791.50				\$ 1,649.00 US Food
Class 9 - Desserts/Jelly/Spreads	\$ 20,524.00	\$ 20,575.00				\$ 20,524.00 US Food
Class 10 - Staples	\$ 12,391.10	\$ 14,107.80				\$ 12,391.10 US Food
Class 11 - Spices/Flavorings	\$ 23,222.10	\$ 23,544.80				\$ 23,222.10 US Food
Class 12 - Frozen Foods	\$ 202,068.56	\$ 209,264.64				\$ 202,068.56 US Food
Class 13 - Shortening	\$ 17,800.20	\$ 18,339.60				\$ 17,800.20 US Food
Class 14 - Meats/ Fish	\$ 98,500.20	\$ 95,651.00				\$ 95,651.00 Sysco
Class 15 - Meats/ Fully Cooked	\$ 50,014.00	\$ 49,760.00				\$ 49,760.00 Sysco
Bakery						\$ 30,494.00 IBC
Dairy			\$ 61,891.20	\$ 61,488.00		\$ 61,488.00 US Foods
Total Bid	\$ 540,428.96	\$ 554,480.74	\$ 61,891.20	\$ 61,488.00	\$ 30,494.00	\$ 628,360.66

Order #29 Agenda #42

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Edgewater Systems, Inc. for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week.

DuPey made a motion, seconded by Allen, to approve the Aftercare Service Provider Contract with Edgewater Systems, Inc. for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week, on behalf of Lake County Community Corrections. Motion passed 3-0.

Order #29 Agenda #42 (cont'd)

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 20 08 effective from January 1, 2009 to December 31, 2009 by and between Edgewater Systems Inc., (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and their counselor's hereby agree to perform the services designated in this contract.
2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community.
 - Minimum Service - The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provider may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but at no additional charge(s) to Lake County Community Corrections.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the county for weekly aftercare group(s), the Aftercare Service Provider may utilize and bill the client's insurance benefits, the Hoosier Assurance Plan or other third party payers for services provided.
 - The Aftercare Service Provider agrees to provide weekly aftercare group(s) for each client for thirty-nine (39) weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the county will pay Aftercare Service Provider for contracted services.
 - The Aftercare Service Provider may when deemed necessary, provide client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to the Aftercare Service Provider for payment of said services.

Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.

 - It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other third party payers for payment of additional addiction, mental health, and psychological and psychiatric service beyond the weekly aftercare group(s).
 - The county assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client(s) discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum from Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from the Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare Services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake County Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indication of difficulty criminal behavior, recidivism, or relapse.
3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.

Order #29 Agenda #42 (cont'd)

4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed \$400.00 per client per quarter. The county will pay Aftercare Service Provider a designated "weekly aftercare group fee" of thirty-five dollars (\$35.00) and zero cents for each client attended the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the county.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement for Cause.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
 7. **Accomplishment of Project.** The Aftercare Service Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
-
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Aftercare Service Provider, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** Aftercare Service Provider represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Aftercare Service Provider or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the executive of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by this agreement.

Order #29 Agenda #42 (cont'd)

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Aftercare Service Provider may not subcontract any part of the work covered herein without the prior written consent of the County.

16. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.

- 17. Notice. Any notice, bills, invoices or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid to the addresses noted below.

Lake County Community Corrections
 Budget Office
 2600 W. 93rd Avenue
 Crown Point, IN 46307
 (219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Frances DuPey
 FRANCES DUPEY
Gerry J. Scheue
 GERRY J. SCHEUE
Roosevelt Allen
 ROOSEVELT ALLEN

PROVIDER
[Signature]
 Aftercare Service Provider

ATTEST:
[Signature]
 PEGGY H. KATONA,
 LAKE COUNTY AUDITOR

Order #29 Agenda #43

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Southlake Center for Mental Health, Inc. for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week.

DuPey made a motion, seconded by Allen, to approve the Aftercare Service Provider Contract with Southlake Center for Mental Health, Inc. for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week, on behalf of Lake County Community Corrections. Motion passed 3-0.

Order #29 Agenda #43 (cont'd)

FOOD SERVICE CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 2008 effective from January 1, 2009 to June 30, 2009 by and between Southlake Center for Mental Health, (hereinafter called "SCMH") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of SCMH.** The County agrees to engage the SCMH and SCMH hereby agrees to perform the services designated in this contract.
2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of high-quality correctional residential services that conform to widely accepted guidelines and standards. To that end, Lake Community Corrections has established, with approved state funding, the following parameters:
 - A. SCMH shall provide two (2) meals per day per in-mate according to the weekly inmate tally provided by Lake County Community Corrections on the preceding Friday of each week. Meals per inmate shall consist of one hot evening meal to be eaten immediately and one sack lunch to be refrigerated and issued the following day. Meals will be transported by Lake County Community Corrections from SCMH's premises. The meals shall be prepared at such time as to assure the quality and timely consumption of the hot evening meal. SCMH shall provide Lake County Community Corrections with advanced menus and shall follow their schedule. Special meals shall be available for inmates indicated by Lake County Community Corrections to be in need of medically or religiously prescribed diets which prohibit certain foods or require certain foods, if reasonable and available within the community. By accepting this contract, SCMH certifies that all advanced menus will be approved by a licensed dietician or physician and that the food preparation facilities at SCMH will be in compliance with all applicable codes.
 - B. SCMH shall include the following detailed information on provided tally sheets:
 - I. Indicated date of service
 - II. Number of inmates served.
 - III. Justification for any substantive deviation from the scheduled menus.
3. **Time of Performance.** The services to be performed hereunder by the SCMH shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay SCMH a sum of \$4.50 dollars per inmate per day, which total sum will be determined by a weekly inmate count provided by Lake County Community Corrections. SCMH agrees to provide all services specified herein
 - A. Compensation shall be made monthly, after supervisor's signature of approval has been affixed to the invoice.
 - I. Payment in full is due within 45 days of the bill date, and
 - II. If the supervisor disapproves anything, he/she must notify respective parties promptly and said parties must make a prompt good faith effort to resolve any issues informally.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the SCMH to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the SCMH, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement for Cause.** If, through any cause, the SCMH shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the SCMH of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. SCMH may terminate the contract at anytime, without cause, by giving 60 days advance written notice. SCMH may terminate the contract with lesser notice in case of nonpayment of compensation or other indisputable good cause.
7. **Accomplishment of Project.** The SCMH shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

Order #29 Agenda #43 (cont'd)

8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the SCMH.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the SCMH constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the SCMH, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The SCMH represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the SCMH or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The SCMH agrees by the executive of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement is subject to remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between SCMH and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the SCMH by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. SCMH may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The County agrees to indemnify, defend and hold SCMH harmless with respect to any inmate lawsuits that are not based on meritorious charge of bad food service by SCMH.

Order #29 Agenda #43 (cont'd)

16. Information Availability.

A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of SCMh and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of SCMh.

17. Notice. Any notice, bills, invoices or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid to the addresses noted below.

Sherry R. Oman, RN, MS
COO
Southlake Center for Mental Health
8555 Taft Street
Merrillville, IN 46410

And

Lake County Community Corrections
Budget Office
2600 W. 93rd Avenue
Crown Point, IN 46307
(219/755-3849)

IN WITNESS WHEREOF, the County and the Facilitator have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Frances DuPey
FRANCES DUPEY

Gerry J. Scheub
GERRY J. SCHEUB

Roosevelt Allen
ROOSEVELT ALLEN

FOOD SERVICE PROVIDER

Sherry Oman
SCMH REPRESENTATIVE

ATTEST:

Peggy Hoisinga Katona
Peggy Hoisinga Katona,
LAKE COUNTY, AUDITOR

Order #29 Agenda #44

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Tri-City Comprehensive Community Mental Health Center for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week.

DuPey made a motion, seconded by Allen, to approve the Aftercare Service Provider Contract with Tri-City Comprehensive Community Mental Health Center for the year 2009 in an amount not to exceed \$400.00 per client per quarter. Aftercare group fee of \$35.00 for each client attending the minimum requirement of one aftercare group per week, on behalf of Lake County Community Corrections. Motion passed 3-0.

Order #29 Agenda #44 (cont'd)

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into this 17th day of December 20 08 effective from January 1, 2009 to December 31, 2009 by and between Tri-City Comprehensive Community Mental Health Center, (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and their counselor's hereby agree to perform the services designated in this contract.
 2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community.
 - **Minimum Service -** The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provider may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but at no additional charge(s) to Lake County Community Corrections.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the county for weekly aftercare group(s), the Aftercare Service Provider may utilize and bill the client's insurance benefits, the Hoosier Assurance Plan or other third party payers for services provided.
 - The Aftercare Service Provider agrees to provide weekly aftercare group(s) for each client for thirty-nine (39) weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the county will pay Aftercare Service Provided for contracted services.
 - The Aftercare Service Provider may when deemed necessary, provided client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to the Aftercare Service Provider for payment of said services.
-
- Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.
- It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other third party payers for payment of additional addiction, mental health, and psychological and psychiatric service beyond the weekly aftercare group(s).
 - The county assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client(s) discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum from Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from the Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare Services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake County Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indication of difficulty criminal behavior, recidivism, or relapse.
3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.
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Order #29 Agenda #44 (cont'd)

4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed \$400.00 per client per quarter. The county will pay Aftercare Service Provider a designated "weekly aftercare group fee" of thirty-five dollars (\$35.00) and zero cents for each client attended the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the county.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement for Cause.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
 7. **Accomplishment of Project.** The Aftercare Service Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
-
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Aftercare Service Provider, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** Aftercare Service Provider represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Aftercare Service Provider or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the executive of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by this agreement.

Order #29 Agenda #44 (cont'd)

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Aftercare Service Provider may not subcontract any part of the work covered herein without the prior written consent of the County.

16. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.

- 17. Notice. Any notice, bills, invoices or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid to the addresses noted below.

Lake County Community Corrections
 Budget Office
 2600 W. 93rd Avenue
 Crown Point, IN 46307
 (219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

Frances DuPey
 FRANCES DUPEY
Gerry J. Scheub
 GERRY J. SCHEUB
Roosevelt Allen
 ROOSEVELT ALLEN

PROVIDER
Sharon Kraus
 Aftercare Service Provider

ATTEST:
Peggy H. Katona
 PEGGY H. KATONA,
 LAKE COUNTY AUDITOR

Order #30 Agenda #45

In the Matter of L.C. Community Corrections – Food Service Contract with Southlake Center for Mental Health for the period of January 1, 2009 to June 30, 2009 in the amount of \$4,50 per inmate per day.

Allen made a motion, seconded by DuPey, to approve the Food Service Contract with Southlake Center for Mental Health for the period of January 1, 2009 to June 30, 2009 in the amount of \$4,50 per inmate per day, on behalf of Lake County Community Corrections. Motion passed 3-0.

Order #30 Agenda #45 (cont'd)

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into this 17th day of December 20 08 effective from January 1, 2009 to December 31, 2009 by and between Southlake Center for Mental Health, Inc. (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and their counselor's hereby agree to perform the services designated in this contact.
 2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community.
 - Minimum Service - The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provided may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but at no additional charge(s) to Lake County Community Corrections.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the county for weekly aftercare group(s), the Aftercare Service Provider may utilized and bill the client's insurance benefits, the Hoosier Assurance Plan or other third party payers for services provided.
 - The Aftercare Service agrees to provide weekly aftercare group(s) for each client for thirty-nine (39) weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the county will pay Aftercare Service Provided for contracted services.
 - The Aftercare Service Provider may when deemed necessary, provided client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to the Aftercare Service Provider for payment of said services.
-
- Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.
- It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other third party payers for payment of additional addiction, mental health, and psychological and psychiatric service beyond the weekly aftercare group(s).
 - The county assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client(s) discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum form Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from the Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare Services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake County Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indication of difficulty criminal behavior, recidivism, or relapse.
3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.

Order #30 Agenda #45 (cont'd)

4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed \$400.00 per client per quarter. The county will pay Aftercare Service Provider a designated "weekly aftercare group fee" of thirty-five dollars (\$35.00) and zero cents for each client attended the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the county.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement for Cause.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
 7. **Accomplishment of Project.** The Aftercare Service Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
-
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Aftercare Service Provider, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** Aftercare Service Provider represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Aftercare Service Provider or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the executive of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by this agreement.

Order #30 Agenda #45 (cont'd)

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Aftercare Service Provider may not subcontract any part of the work covered herein without the prior written consent of the County.

16. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.

- 17. Notice. Any notice, bills, invoices or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid to the addresses noted below.

Lake County Community Corrections
 Budget Office
 2600 W. 93rd Avenue
 Crown Point, IN 46307
 (219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

Frances DuPey
 FRANCES DUPEY
Gerry J. Scheub
 GERRY J. SCHEUB
Roosevelt Allen
 ROOSEVELT ALLEN

PROVIDER
Sherry R. Oman
 Aftercare Service Provider
 Southlake Center

ATTEST:
Peggy H. Batona
 PEGGY H. BATONA,
 LAKE COUNTY AUDITOR

Order #31 Agenda #46

In the Matter of L.C. Community Corrections – Request to extend the contract entered into on December 19, 2007 with Traci Ritsema for the year 2008 thru January 31, 2009.

DuPey made a motion, seconded by Allen, to approve the extension of the contract entered into on December 19, 2007 with Traci Ritsema for the year 2008 thru January 31, 2009, on behalf of Lake County Community Corrections. Motion passed 3-0.

Order #32 Agenda #48

In the Matter of L.C. Surveyor – Contract with Lawrence J. McClelland for Consulting Services for the year 2009 in an amount not to exceed \$9,450.00 at the rate of \$77.25 per hour.

DuPey made a motion, seconded by Allen, to approve the Contract with Lawrence J. McClelland for Consulting Services for the year 2009 in an amount not to exceed \$9,450.00 at the rate of \$77.25 per hour, on behalf of the Lake County Surveyor. Motion passed 3-0.

Order #32 Agenda #48 (cont'd)

CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 2008, effective from January 1, 2009 to December 31, 2009 by and between LAWRENCE J. MCCLELLAND (hereinafter referred to as the "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SURVEYOR (hereinafter referred to as the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this Contract.
2. **Scope of Service.** The Consultant shall do, perform and carry out in a good and professional manner the services as:

CONSULTANT FOR THE LAKE COUNTY SURVEYOR'S OFFICE

- A. Consultant shall advise and represent the following office, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at meetings:

LAKE COUNTY SURVEYOR

- B. Consultant shall devote such hours as are necessary to perform the services listed above and below.
- C. Consultant shall exercise independent judgment to act in the best interest of the party represented.
- D. Consultant reports directly to the Lake County Surveyor.
- E. Consultant's duties shall consist of assisting, advising, making recommendations and preparing inventory schedules to the Lake County Surveyor for the following items:
 - i) Assisting and recommending the Lake County Drainage Board's Annual Budget Priorities.
 - ii) Recommending resolutions to drainage problems related to regulated drains.

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- iii) Preparation of technical reports with respect to regulated drains.
- iv) Recommending special items for engineering plans and specifications for maintenance projects on regulated drains.
- v) Researching and creating an inventory of regulated drains that includes the following information:
 - a. Sidwell aerial photos (marked-up) that shows the length in miles and feet with date of regulation established.
 - b. Documents that include any (all) maintenance performed during current and historic times.
 - c. Amounts of funding expended for the above paragraph "b".
 - d. Any other documents pertaining to the particular regulated drains, i.e., open ditch or tile, easement reductions, occupation of easement, correspondence, other miscellaneous information.
- F. County shall make available to the Consultant all necessary historic records and documents in order for the Consultant to carry out duties mentioned above.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Nine Thousand Four Hundred and Fifty Dollars and 00/100ths (\$9,450.00) for all services performed herein. Consultant agrees to perform the services herein for an amount not to exceed this sum (\$9,450.00) and is at the rate of \$77.25 per hour established and payable in the prescribed manner.
 - A. The minimum of \$787.50 per month for a total of twelve (12) months.
 - B. Consultant will invoice the County consistent with County billing practices.
 - C. The County will pay for or furnish any required transportation and lodging should the Consultant be directed to attend any functions outside Lake County. An overnight stay shall be considered as eight (8) hours of services.
 - D. The County will provide transportation to the Consultant for any required site inspections of regulated drains and maintenance activities thereto.

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Order #32 Agenda #48 (cont'd)

5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. Termination of Agreement for Cause. The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. Accomplishment of Duties Mentioned in Paragraph 2-E. The Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this Contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this Contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Contract shall be disregarded in construing or interpreting any of the provisions of this Contract.
10. Completeness of Contract. This Contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and not other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any parties hereto.

In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.
11. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on

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the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this Contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and the Consultant commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable, and any amendments, modifications, updates or changes related thereto, are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement shall be considered a material breach of this Contract and the County may pursue any remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
14. Conflict of Interest. The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this Contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

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Order #32 Agenda #48 (cont'd)

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced.
- B. The source of funds for payment under this Contract is the Lake County Surveyor's Office approved budget and more specifically the line items therein for the payment of these services. By execution of this Contract, the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The Sources is restricted to these funds, which have been appropriated for this purpose by the Lake County Council and approved by the State board of Tax Commissioners.

16. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

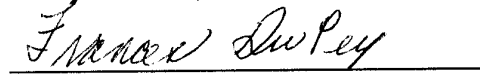
BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 2293 North Main Street
 Crown Point, IN 46307
 (219) 755-3200

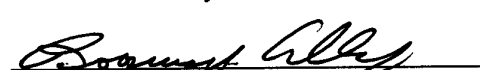
Lawrence J. McClelland.
 1535 Davis Avenue
 Whiting, IN 46394
 (219) 659-3928


IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


 Gerry Scheub, President


 Frances DuPey, Commissioner


 Rudolph Clay, Commissioner


 ATTEST
 Rosevelt Allen
 Lake County Auditor

CONSULTANT


 Lawrence J. McClelland

LAKE COUNTY SURVEYOR


 George Van Til

Order #33 Agenda #50

In the Matter of L.C. Surveyor – Contract with The Sidwell Company for Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services in an amount not to exceed \$58,700.00.

Allen made a motion, seconded by DuPey, to the Contract with The Sidwell Company for Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services in an amount not to exceed \$58,700.00, on behalf of the Lake County Surveyor. Motion passed 3-0.

Order #33 Agenda #50 (cont'd)



1. Contract Agreement

THIS AGREEMENT entered into this 17th day of December, 2008 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, a government entity, hereinafter called "the County," party of the second part, on behalf of THE LAKE COUNTY SURVEYOR

WITNESSETH: THAT WHEREAS, The Sidwell Company is in the business of providing Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services for various governmental agencies in the United States; and

WHEREAS, the County is desirous of having The Sidwell Company provide Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

The Sidwell Company will perform the services described in the scope of work that follows.



2. Technical Workplan

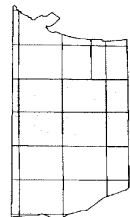
2.1 INTRODUCTION

This section outlines Sidwell's work plan for securing new aerial photography and the development of two-foot contours for a portion of Lake County, Indiana. The steps included here are based on Sidwell's 45-plus years experience in the field of aerial photogrammetry. For this project Sidwell will secure new precision aerial photography in the fall of 2008. Should weather prohibit capture of photography in the fall, Sidwell will secure the photography in the spring of 2009. All work and services for this project will be completed in the United States of America at our facility in St. Charles, Illinois.

This project will be executed in three phases. Phase 1 of this project includes aerial photography, ground control, and aerotriangulation for the entire project area (see below) and contour data collection for eight (8) square miles. The remainder of the contour data (Phases 2 and 3) will be collected under a separate agreement.

2.2 PROJECT BOUNDARY

The project boundary consists of the following Public Land Survey Sections. These sections form a contiguous area of approximately 160 square miles, all within the County of Lake, Indiana.



- T35N, R10W, Sections 1, 12, 13, 24, 25 and 36
- T35N, R9W, Sections 1-36
- T35N, R8W, Sections 1-36
- T35N, R7W, Sections 4-9, 16-21 and 28-33
- T34N, R10W, Sections 1, 12, 13 and 24
- T34N, R9W, Sections 1-24
- T34N, R8W, Sections 1-24
- T34N, R7W, Sections 4-9 and 16-21

2.3 CONTROL PLAN

Sidwell will set photo control consisting of approximately 35 points distributed across the project area. Each point will be measured using GPS technology. The reference datum for this project will be Indiana State Plane Coordinate System, West Zone, NAD83 and NAVD 1988. All data will be expressed in US Survey Feet.

2.4 AERIAL PHOTOGRAPHY

The Sidwell Company owns and operates its own aircraft and camera systems to be used on this project. We will acquire new, color aerial photography covering the project area in the fall of 2008.

Sidwell will capture new aerial photography, covering the project area, at an altitude of 4,200 feet above mean terrain (AMT).



Order #33 Agenda #50 (cont'd)

**2.4.1 Aerial Photography Environmental Conditions**

The aerial photography will be obtained when the sky is sufficiently clear, deciduous foliage is dormant, and when the ground is not obscured by snow, haze, smoke, dust, cloud shadows or other ground cover. Photography is only secured when the lighting conditions are such that the sun is more than 30 degrees above the horizon.

All aerial photography conforms to the minimum requirements of the American Society of Photogrammetry and Remote Sensing (ASPRS) and the USGS Standard Specifications for Aerial Photography for Photogrammetric Mapping. Aerial photography that does not meet defined specifications is corrected at no additional fee.

2.4.2 Airborne GPS

The aircraft is equipped with an L1/L2 dual frequency GPS antenna, Magellan Z-Max receiver, Airborne GPS, and CCNS-4 flight management system. For base station measurement, Magellan Z-Max receiver, L1/L2 dual frequency receivers are used.

2.4.3 Aerial Camera

Sidwell's Zeiss RMK TOP precision aerial mapping camera will be used for this project. It is equipped with low distortion, high-resolution lenses and forward motion compensation (FMC) designed for vertical aerial photography with a 9" x 9" format. This camera, most recently calibrated in 2007, has an Area Weighted Average Resolution (AWAR) of 106 making it one of the highest resolution cameras of its type in the country. A copy of the most recent camera calibration report from the U.S. Department of the Interior, U.S. Geological Survey is available upon request.

2.4.4 Flight Plan

The aerial survey will be conducted to obtain photography at a negative scale of 1"=700' covering all of the project area. Each flight line will cover an area approximately 8/10 mile wide and shall be flown continuously across the project area without interruption.

2.4.5 Aerial Film

Only new, Agfa X-100 PE1 high-speed color or equivalent fine grain, aerial film will be used. The film will be stored and used in compliance to the manufacturer's specifications.

2.4.6 Forward Overlap & Sidelap

Photography is obtained such that consecutive photos in each flight line have an average forward overlap of 60 percent to ensure stereoscopic coverage and exposure selectivity for final digital orthophoto processing. Photography is obtained such that adjacent flight lines have an average sidelap of 30 percent.

2.4.7 Tip, Tilt and Crab

Tip and tilt of the camera from vertical at the instant of exposure will not exceed three degrees, nor will it exceed four degrees between successive exposures. Average tip and tilt over the entire project area will not exceed one degree from true vertical. Crab will not exceed three degrees between any two consecutive photographs. The combined effect of tip, tilt and crab on any photograph will result in crab not greater than five degrees on successive photographs.

**2.4.8 Exposure**

Image exposure is performed so that the images are of high quality showing the demarcation of all features discernible at the required scale. The exposures will be free from static marks, have uniform tone, and have the proper degree of contrast for all details to show clearly in the dark areas and highlight areas, as well as in the halftones between dark and light.

2.4.9 Aerial Photo Editing / Inspection

All aerial imagery acquired is processed immediately following completion of the photographic mission. The film is visually inspected immediately thereafter to ensure the resultant photography adheres to all specifications identified above. Any rejected exposures or flight lines are rescheduled for acquisition on the next day where conditions are suitable for capturing aerial photography. Any areas requiring replacement photography are flown such that a minimum of two exposures at either end of the flight line overlap the acceptable portions of the original photography.

2.5 DIGITAL ANALYTICAL AERIAL TRIANGULATION

Photogrammetric production requires the orientation data for each photograph at the moment of exposure. Since the camera platform is in constant motion, the orientation cannot be achieved via simple measurement. Airborne GPS flight data, ground-based GPS survey data and camera calibration information is used in a softcopy process called Digital Analytical Aerial Triangulation (DAAT), which uses complex mathematical formulas to solve for the photo orientation, position, and photo pass point coordinates. Softcopy photogrammetric workstations and digital AAT techniques are used for the aerial triangulation process. DAAT is performed using ImageStation Match-AT (ISAT) software for point marking, mensuration, and simultaneous block adjustment.

2.5.1 Aerial Triangulation Report

Upon completion of the analytical aerial triangulation, a report is prepared for the client, summarizing the process and detailing the results for adjusted control and tie points. This report will include a narrative as well as graphics and statistics detailing misclosures and residuals for all ground control points.

2.6 SURFACE MODEL AND CONTOURS

Before image processing can be accomplished or contours produced, Digital Terrain Models (DTM) must be created. The DTM's are files containing three-dimensional point and breakline information that are collected to define the surface of the earth within the project area. Photogrammetric standards dictate that much more stringent requirements be met throughout the entire photogrammetric process whenever topographic contours are an anticipated product. We will develop a Digital Terrain Model from the aerial photography that will support the development of 2-foot contours.

Photogrammetric technicians will perform orientation procedures using ImageStation Stereo Display and ImageStation Feature Collection to collect, edit, interpret, and add surface information as needed for each stereo model. This data will consist of break lines which define locations of abrupt change in slope. The stereo model will then be examined



Order #33 Agenda #50 (cont'd)



to ensure that the collected data properly represents the surface measured. Point data will be added to further define the surface between break lines. Data will be collected with a density sufficient to meet the accuracy of the contour data and in accordance with the best standards of professional mapping practice.

The DTM break lines and points will be converted to a TIN file for generating the contours. Every fifth contour will be an index and be shown as a heavier line weight and labeled for easy reading. Spot elevations will be added where needed between the contours. The following features will be captured:

- DTM Points
- Breaklines
- Two Foot Contours
- Spot Elevation Point
- Spot Elevation Annotation

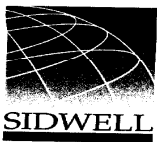
These data will be delivered as an ArcGIS geodatabase. All mapping will meet or exceed National Map Accuracy Standards.

2.7 PROJECT DELIVERABLES

- New Color Aerial Photography Negatives
- Aerial Triangulation Report
- Digital Topographic Mapping with 2-Foot Contours in ArcGIS Format
- One Metadata file for each of the above products

2.8 PLANNED PROJECT DELIVERABLES FOR PHASE 2

While not a part of this contract, compilation of 2 foot contours for the remaining 152 square miles in the project area is planned for Phase 2 of this project. Completion of the entire project area will update existing contours from 1999 in an area of Lake County, IN that has undergone significant development and change. This entire project area is needed by the Lake County Surveyor to support drainage and storm water management duties and is of high interest to engineering firms, developers, and others in Lake County. Phase 2 is estimated at \$257,800.



3. Project Fees

Phase 1	
- Aerial Photography, Ground Control and Analytical	\$58,700.00
- Aerial Triangulation for 160 Square Miles.	
- Data Collection and Two-Foot Contours for 8 Square Miles	
TOTAL	\$58,700.00

4. Additional Provisions

The Sidwell Company agrees to commence the work under this Contract Agreement immediately upon its execution by Lake County and to continue diligently thereafter until all work, services and materials as covered under this contract are completed.

IT IS AGREED by and between the parties that Lake County agrees to pay The Sidwell Company a total fee of fifty-eight thousand seven hundred and fifty dollars and no/100 (\$58,750.00) as compensation for the work, services and materials as described and provided for under this Contract Agreement.

IT IS FURTHER AGREED by and between the parties that The Sidwell Company will submit progress billings for portions of the work and materials as they are completed. It is understood that Lake County will make payments to The Sidwell Company within 30 days of the receipt of a billing invoice.



Order #33 Agenda #50 (cont'd)



5. Signature Page

This contract, as heretofore described, made and entered into on this 17th day of December, 2008.

THE SIDWELL COMPANY

LAKE COUNTY, INDIANA

By Neal Carpenter
Neal Carpenter
President, CEO

By Fran DuPey
Fran DuPey
Lake County Commissioner

NEAL CARPENTER personally appeared and signed before me as an officer and agent of said corporation this

By Roosevelt Allen
Roosevelt Allen
Lake County Commissioner

8th day of December, 2008.

By Gerry Scheub
Gerry Scheub
Lake County Commissioner

NOTARY

ATTEST

Krista Galle

By Peggy Katona
Peggy Katona
Lake County Auditor



AFFIDAVIT OF EQUAL OPPORTUNITY

As a condition of continuing a contractual or business relationship with Lake County, Indiana, it is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. This shall include handicapped persons, disabled veterans, and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

In signing this affidavit, the bidder or contractor further certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform services at any location, under their control, where segregated facilities are maintained. The bidder or contractor further certifies that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location, under their control, where segregated facilities are maintained.

The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex, sexual orientation, or national origin, including handicapped persons, disabled veterans, and persons of any political affiliation, because of habit, local custom, or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

THE SIDWELL COMPANY

Neal Carpenter
NEAL D. CARPENTER
President & Chief Executive Officer



Order #34 Agenda #53

In the Matter of L.C. Public Defender – Consulting Contracts between the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for the year 2009 for Conflicts Attorney Services in an amount not to exceed \$20,000.00 at the rate of \$60.00 per hour for the following:

- | | | | |
|----|---------------------|----|-----------------------|
| A. | Arlington J. Foley | G. | Kristin A. Mulholland |
| B. | Derla R. Gross | H. | James Reed |
| C. | Mark Gruenhagen | I. | Robert J. Varga |
| D. | Roseann Ivanovich | J. | Samuel G. Vazanellis |
| E. | Linda A. Kollintzas | K. | R. Brian Woodward |
| F. | John Maksimovich | L. | Patrick Young |

DuPey made a motion, seconded by Allen, to approve the Consulting Contracts with the above stated on behalf of the Lake County Public Defender, Conflicts Division for the year 2009 for Conflicts Attorney Services in an amount not to exceed \$20,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.
(SEE "FILE" FOR COPY OF ORIGINAL)

Order #35 Agenda #54

In the Matter of L.C. Public Defender – Consulting Contracts between the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for the year 2009 for Conflicts Attorney Services in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour for the following:

- | | | | |
|----|--------------------|----|--------------------|
| A. | Kristina L. Garza | G. | James J. Nagy |
| B. | Adrian Guzman | H. | Jerry L. Peteet |
| C. | Derrick Julkes | I. | Susan M. Severtson |
| D. | Matthew D. Latulip | J. | Douglas L. Shaw |
| E. | Inga Lewis | K. | Logan-Tinae Thomas |
| F. | Richard W. Maroc | L. | Frederick J. Tom |

DuPey made a motion, seconded by Allen, to approve the Consulting Contracts with the above stated on behalf of the Lake County Public Defender, Conflicts Division for the year 2009 for Conflicts Attorney Services in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.
(SEE "FILE" FOR COPY OF ORIGINAL)

Order #36 Agenda #55

In the Matter of L.C. Assessor – Proposals for Professional Services to review and analyze files, financial data and documentation, pertaining to applications for property tax exemption that have been delivered to the Lake County Property Tax Assessment Board of Appeals. To summarize and present financial data/analysis to the Lake County Property Board of Appeals so that an informed decision can be made regarding tax exempt status and provide accounting work that is necessary to be conducted on behalf of the Lake County Property Tax Assessment Board of Appeals.

DuPey made a motion, seconded by Allen, to defer and ordered same for the return of proposals by January 21, 2009, at the next Regular Commissioners Meeting. Motion passed 3-0.

Order #36 Agenda #56

In the Matter of L.C. Assessor – Proposals for Attorney Services with regard to the Lake County Property Tax Assessment Board of Appeals.

DuPey made a motion, seconded by Allen, to defer and ordered same for the return of proposals by January 21, 2009, at the next Regular Commissioners Meeting. Motion passed 3-0.

Order #37 Agenda #57

In the Matter of L.C. Assessor – Contract for Reassessment due to Flooding between Nexus Group, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor for \$17.50 per parcel for an estimated 2,500 parcels or \$43,750.00.

DuPey made a motion, seconded by Allen, to approve the Contract for Reassessment due to Flooding with Nexus Group, Inc. on behalf of the Lake County Assessor for \$17.50 per parcel for an estimated 2,500 parcels or \$43,750.00. Motion passed 3-0.

Order #37 Agenda #57 (cont'd)

CONTRACT FOR REASSESSMENT DUE TO FLOODING

This Contract is entered into this 17th day of December, 2008, by and between Nexus Group, Inc. (the "Contractor"), the Lake County Assessor and the Board of County Commissioners of Lake County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Lake County, Indiana).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of I.C. 6-1.1-4-11 for the purpose of performing field reassessments of parcels potentially affected natural disaster;
- B. The County accepts the bid from the Contractor under special procurement provisions of the Indiana Department of Administration;
- C. The Contractor is a Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1-31.7, is certified by the Department of Local Government Finance pursuant to 50 IAC 15-4 and was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of Property;
- D. The County is awarding the bid to the Contractor, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and

AGREEMENT

In consideration of the promises, mutual covenants and obligations of the parties, the County and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Contract.

2. Duties of the Contractor.

A. The Contractor shall provide technical assistance to the County in connection with the general reassessment of real property in the County for the Reassessment Year of 2011, as requested and assigned by the authorized designee of the County, under the terms and provisions of this Contract, in accordance with and in furtherance of all rules governing the assessment of real property promulgated by the Department of Local Government Finance (Department), and all other applicable laws, statutes, ordinances, or administrative rules.

B. The classes of property to be reviewed by the Contractor under this Contract are limited to improved residential, improved commercial and improved industrial.

Page 1 of 1

C. For the classes of property listed in paragraph 2(b) of this Contract the Contractor will complete all responsibilities imposed upon an assessing official under I.C. 6-1.1-4-11 and 50 IAC 2.4 regarding the assessment of real property unless specifically retained by the County as listed in paragraph 3 of this Contract, including but not limited to:

- (1) Perform a physical inspection with particular attention to grade, condition and obsolescence as a result of natural disaster of approximately 2500 real property parcels in North and Hobart townships in Lake County, which physical inspection shall be completed on or before February 1, 2009.
- (2) Recommend to the Assessor of the County the True Tax Value, as that term is defined in the 2002 Real Property Assessment Manual and Guidelines, of all such parcels using the guidelines determined by the Department.
- (3) Compliance with I.C. § 6-1.1-4-11, to physically inspect all real property, may be satisfied using various approaches. Further, at least one digital photograph of each improved property shall be taken for county records.
- (4) Adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the division of data analysis of the Department.
- (5) In preparing the appraisals utilize cost and depreciation tables set forth in the 2002 Real Property Assessment Manual and Guidelines.
- (6) Use a valuation date of January 1, 2007.
- (7) Review all neighborhood delineations for the specified classes of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (8) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

D. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under I.C. 6-1.1-35.5 must personally fulfill the following duties: (1) final value recommendations, (2) subjective parcel and neighborhood ratings review to include grade, and condition, (3) statistical analysis for neighborhood factoring, (4) statistical analysis for land

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order modification, and (5) statistical analysis on obsolescence applied to commercial and industrial properties.

E. Administrative personnel employed by the Contractor may be used to fulfill the following duties: (1) general data review, (2) general quality control, and (3) general office duties.

3. Responsibilities of the County. The Contractor will not be responsible for the duties contained in I.C. § 6-1.1-4 that are retained by the County for performance by the County Assessor's staff or are contracted by the County to a third party, as follows:

- A. Duties retained by the County for performance by the County Assessor's staff:
- (1) Send notices of assessment to each affected taxpayer pursuant to I.C. § 6-1.1-4-22 (a) and (b).
 - (2) Maintain an electronic data file of (a) the parcel characteristics and parcel assessments of all parcels, and (b) the personal property return characteristics and assessments by return, for the County as of the assessment date.
 - (3) Maintain the electronic file in a form that formats the information in the file with the standard data, field, and record coding required and approved by (a) the Legislative Services Agency, and (b) the Department.
 - (4) Transmit the data in the file with respect to the assessment date of March 1, 2011 to the Legislative Services Agency and the Department in a manner that meets the data export and transmission requirements in a standard format, as prescribed by the office of technology established by I.C. § 4-13.1-2-1 and approved by the Legislative Services Agency.
 - (5) Resubmit the data in the form and manner required under this subsection, upon request of the Legislative Services Agency or the Department, if data previously submitted under this subsection does not comply with the requirements of this subsection, as determined by the Legislative Services Agency or the Department. An electronic data file maintained for a particular assessment date may not be overwritten with data for a subsequent assessment date until a copy of an electronic data file that preserves the data for the particular assessment date is archived in the manner prescribed by the office of technology established by I.C. § 4-13.1-2-1 and approved by the Legislative Services Agency.

4. Final Authority To Determine Adjustment Factor. The final determination of the appropriate assessed values is and shall remain the responsibility of the County Assessor.

5. Contract Representative. The County Assessor shall be the Contract Representative to serve as the primary contact person for the County under the Contract.

6. Contractor Employees – Project Manager. The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager. The assigned Indiana Level II Assessor/Appraiser shall be Frank S. Kelly and the current contact information for the assigned person is:

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Address: 2021 E. 52nd Street, Suite 106
 Indianapolis, IN 46205
 Work tel: 317-753-0004
 Email: frank@nexustax.com
 DLGF Student ID #: 1625
 Date of issuance of Level II County Assessor/Appraiser Certificate: 1999

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all values generated by any form of assessment under this Contract will be completed before such values are required by the Department in order to set tax rates.

8. Performance Bond. No performance bond shall be required for this Contract.

9. Identification. All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

10. Office Space; Computer Support. The County shall not be responsible for providing the Contractor with office space. The County shall provide remote access for at least two computers to be used simultaneously to the county's CAMA system for the Contractor's exclusive usage for the performance of this Contract.

11. Work Product Delivery. The Contractor shall be responsible for the delivery of the following products to the County at the completion or termination of this Contract, including all medium in which the materials may be retained:

- A. documentation of procedures used throughout the reassessment program;
- B. any and all training materials and manuals used to train the Contractor's staff;
- C. all field worksheets for each parcel of real property;
- D. all maps and/or other information provided for the Contractor by the County Assessor;
- E. all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices, and

12. Contractor Support for Appeals. The duties of Contractor in this paragraph shall last until all appeals have been resolved, regardless of the earlier termination of this Contract.

A. The Contractor shall provide consecutive or non-consecutive eight hour business days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed. Work days requested shall be provided at the request of the Assessor at a rate of (\$105.00) per hour.

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B. If an assessed value recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least 5 business days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of (\$105.00) per hour or portion thereof shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel. This duty of the Contractor shall terminate when all appeals have been resolved.

13. Consideration. The County shall pay the Contractor as a fee \$17.50 per parcel (estimated at 2500 parcels or \$43,750.00) 7 in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract to be attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 15 below. The Contractor shall notify the Assessor if the number of parcels to be reviewed under the applicable Indiana Code exceeds this estimate by more than twenty percent (20%).

14. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation.

15. Time and Manner of Payment. The Contractor shall be paid as follows:

A. At the end of each quarter, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records, and the submission of the reports to the Board of County Commissioners. Payment shall be made to the Contractor within 15 days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 18 of this Contract, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 15 days after that approval by the County, subject to other terms of this Contract.

16. Penalties. Pursuant to I.C. 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of (\$100.00) per business day that any part of the performance by the Contractor remains incomplete after March 1, 2009.

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17. Professional Appraiser Certification; Contract Void on Revocation.

A. A material inducement for entering into this Contract is that the Contractor has been certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "Professional Appraiser" at the time of entering into this Contract.

B. Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the County in writing of any circumstance or occurrence jeopardizing [his/her/its] certification status, or if any Notice is issued to the Contractor pursuant to 50 IAC 15-3-6(b).

C. Pursuant to I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification as a Professional Appraiser is revoked.

18. Term of Contract. The Contractor shall commence work under this Contract within 10 business days of the date of approval of Contractor's employment pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under I.C. 6-1.1-15, before March 1, 2009.

19. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at its office at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by relevant parties or authorized designees.

B. The Contractor shall provide written progress reports to the County and Board of County Commissioners in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The County and Board of County Commissioners may require additional information be included in the reports. The Contractor shall submit the reports to the County on a monthly basis, or within three (3) business days of receipt of a request.

C. The County and Board of County Commissioners may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County and members of the Board of County Commissioners may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

D. As required by I.C. 6-1.1-4-19.5(b)(7) the Contractor shall give unrestricted access to its work product to the Department and to Legislative Services Agency.

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20. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

21. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

22. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the County.

23. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the County.

B. The parties acknowledge that the services to be performed by Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

24. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and the Department and all such materials will be the property of the County and the Department. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the County and the Department, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the

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County and the Department full, immediate, and unrestricted access to the work product during the term of this Contract.

25. Delays.

A. Whenever the Contractor or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within 10 business days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department of Local Government Finance, legislative action or court rulings, the County and the Contractor reserve the right to re-negotiate all terms of the Contract including costs.

26. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department of Local Government Finance. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten (10) working days, the parties may mutually agree to submit the

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dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

27. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County whenever, for any reason, the County determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

28. Termination for Default by County. If the County, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

29. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. 5-11-1, *et seq.* and audit guidelines specified by the State.

30. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or County. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld,

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delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

31. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

32. Independent Contractor.

A. The parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

33. Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in

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advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

34. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

35. General Provisions.

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Amendment. No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

36. Governing Law. This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

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37. Notice to Parties. Whenever any notice, statement or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

The Honorable Paul Karras, Lake County Assessor
 Organization: Lake County Indiana
 Address: 2293 N. Main Street, Crown Point, IN 46307.
 Tele: 219-755-3100
 Fax: 219-755-3022
 Email: stonex@lakecountyin.org

B. Notices to the Contractor shall be sent to:

Name: Frank Kelly, President
 Organization: Nexus Group
 Address: 2021 E. 52nd Street, Suite 106
 Indianapolis, IN 46205
 Work tel: 317-753-0004
 Email: frank@nexustax.com

38. Maintaining a Drug-Free Workplace. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County and the Department within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

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- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the County and Department in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

39. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless County, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County shall **not** provide such indemnification to the Contractor.

40. Insurance.

A. The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

General (Professional) Liability Policy
Erie Insurance Group : Policy #Q25 0101611 R

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Coverage Limits are: \$1,000,000 per occurrence, including personal and advertising injury limits; general aggregate limit of \$2,000,000

Worker's Compensation:

Erie Insurance Group : Policy #Q85 0104943 R
Coverage limits are: \$100,000 for bodily injury by accident

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The County will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned County.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the County to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the County before the commencement of this Contract.

41. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.


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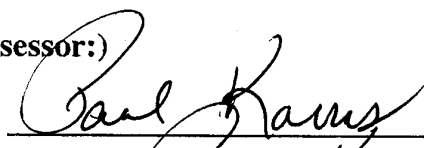
Order #37 Agenda #57 (cont'd)

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

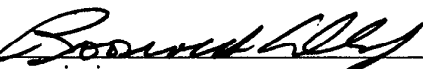
In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

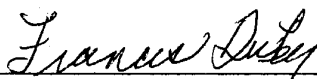
(Contractor :)
By: 
Printed Name: Frank S. Kelly
Title: President, Nexus Group, Inc. Date: 12/8/08
Level II County Assessor/Appraiser Student ID #: 1625

(Assessor:)
By: 
Printed Name: Paul Karras
Title: Lake County Assessor
Dated: 12/8/08

Lake County Board of County Commissioners

By:  Dated: 12-17-08
Commissioner

By:  Dated: 12-17-08
Commissioner

By:  Dated: 12-17-08
Commissioner

Order #38 Agenda #58

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with Bruce A. Lambka for Assistant Board Attorney Services for the year 2009 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the consulting contract renewal with Bruce A. Lambka for Assistant Board Attorney Services for the year 2009 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour, on behalf of Lake County Board of Elections and Registration. Motion passed 3-0.
(SEE "FILE" FOR COPY OF ORIGINAL)

Order #38 Agenda #59

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with Frederick T. Work for Board Attorney Services for the year 2009 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the consulting contract renewal with Frederick T. Work for Assistant Board Attorney Services for the year 2009 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour, on behalf of Lake County Board of Elections and Registration. Motion passed 3-0.
(SEE "FILE" FOR COPY OF ORIGINAL)

Order #39 Agenda #60

In the Matter of L.C. Clerk – Consulting Contract Amendment to the Agreement entered into on the 18th day of October, 2006 for the year 2007 for training of supervisors and employees and the development of job descriptions for the year 2008 in an amount not to exceed \$4,500.00 at the rate of \$75.00 per hour for training.

DuPey made a motion, seconded by Allen, to approve the Shared Resource Solutions, Inc.'s contract with Lake County Clerk. Motion passed 3-0.

CLERK

CONSULTING CONTRACT AMENDMENT

THIS AMENDMENT TO THE AGREEMENT ENTERED INTO ON THE 18TH DAY OF OCTOBER, 2006 FOR THE YEAR 2007, entered into this 17th day of December, 2008 effective from January 1, 2008 to December 31, 2008 by and between SHARED RESOURCE SOLUTIONS, INC., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CLERK (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. The Consultant shall provide counseling with respect to certain matters related to training of supervisors and employees and the development of job descriptions.
 - B. The Consultant shall assist the Lake County Clerk in developing job descriptions, training on quality customer service, modern leadership and management and other related matters. It should be noted that these services are outside the scope of services provided by the contractor to Lake County under any other agreement.
 - C. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed:

Order #39 Agenda #60 (cont'd)

- A. The cost of developing job descriptions for the office shall be \$4,500.00.
 - B. Training and preparation shall be billed at an hourly rate of \$75.00 per hour, in increments of one quarter hour.
 - C. All other charges shall be billed for at an hourly rate of \$75.00 per hour, in increments of one quarter hour.
 - D. Lake County shall pay all invoices in full within sixty (60) days of receipt. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Primary Contact.** The Lake County Clerk designates Sandi Radoja as the primary contact with Shared Resource. Lake County may change its primary contact at any time by giving written notice to Shared Resource.
 6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 7. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
 8. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 9. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 10. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

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11. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
13. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
14. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.

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Order #39 Agenda #60 (cont'd)

- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

16. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

17. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

- 18. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

SHARED RESOURCE SOLUTIONS, INC.
 THOMAS P. DABERTIN, PRESIDENT
 5246 HOHMAN AVENUE, SUITE 303
 HAMMOND, INDIANA 46320

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


 GERRY J. SCHEIDT

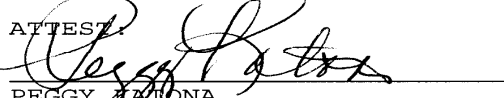

 ROOSEVELT ALLEN, JR.

FRANCES DUPEY

CONSULTANT


 THOMAS P. DABERTIN, PRESIDENT

ATTES:


 PEGGY HONA,
 LAKE COUNTY AUDITOR

Order #40 Agenda #61

In the Matter of L.C. Clerk – Consulting Contract with David Saks for Attorney Services for the year 2009 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with David Saks for Attorney Services for the year 2009 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour on behalf of the Lake County Clerk. Motion passed 3-0.

CLERK

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11th day of December, 20 08 effective from January 1, 2009 to December 31, 2009 by and between DAVID SAKS, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CLERK (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY CLERK

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

Order #40 Agenda #61 (cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Five Thousand Dollars (\$35,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Clerk's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such

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breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.

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Order #40 Agenda #61 (cont'd)

16. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

18. Conflict of Interest. The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding,

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claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

19. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.


BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

DAVID SAKS
6948 INDIANAPOLIS BLVD.
HAMMOND, IN 46324
(219) 844-4880

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.


THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.

FRANCES DUPEY

CONSULTANT


DAVID SAKS

ATTEST


PEGGY KATINA,
LAKE COUNTY AUDITOR

Order #41 Agenda #62

In the Matter of L.C. Emergency Management Agency – Seek proposals for Equipment and Installation of 1,372' of 12' fence with barbwire.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for L. C. Emergency Management with the conditions that the amounts will be under 75,000 and ordered same for the return of proposals by January 21, 2009 prior to 9:30am in the Auditor's Office. Motion passed 3-0.

Illiana, Inc.

Acorn Fence & Construction, Inc.

Gariup Construction Co., Inc.

Order #41 Agenda #63

In the Matter of L.C. Emergency Management Agency – Seek proposals for PVS-7 Ultra Goggle Gen 3 64-72 1p/mm Res (Typ) with Data Sheet; Helmet Mount Assembly PASGT (PVS-7, PVS-14, MV-14); MV-740 Weapon Sight Gen 3, 64-72 1p/mm Res (Typ) with Data Sheet.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for L. C. Emergency Management with the conditions that the amounts will be under 75,000 and ordered same for the return of proposals by January 21, 2009 prior to 9:30am in the Auditor's Office. Motion passed 3-0.

MGS Marketing Inc.

Talbot & Associates

Fire Equipment Associates

Order #42 Agenda #64

In the Matter of L.C. Emergency Management Agency – Indiana Department of Homeland Security 2007 Public Safety Interoperable Communications Grant Program Sub-Grant Agreement CFDA Number: 11.555, EDS# C44P-9-285A in an amount not to exceed \$247,279.00.

Allen made a motion, seconded by DuPey, to approve the Indiana Department of Homeland Security 2007 Public Safety Interoperable Communications Grant Program Sub-Grant Agreement CFDA Number: 11.555, EDS# C44P-9-285A in an amount not to exceed \$247,279.00. Motion passed 3-0.

Order #43 Agenda #65

In the Matter of L.C. Emergency Management Agency – Consulting Contract with the Lake County Fire Chief's Association for the year 2009 in an amount not to exceed \$109,000.00 payable quarterly in the amount of \$27250.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with the Lake County Fire Chief's Association for the year 2009 in an amount not to exceed \$109,000.00 payable quarterly in the amount of \$27250.00 on behalf of L. C. Emergency Management. Motion passed 3-0.
(SEE "FILE" FOR COPY OF ORIGINAL)

Jodi E. Richmond, Interim Director/Lake County Homeland Security/Emergency Management Agency

Introduces John Jones, City of Michigan City Emergency Management Director, to the Board.

Order #44 Agenda #66

In the Matter of L.C. Data Processing – Contract for IBM Compatible Personal Computers for 2009.

The Board having previously taken the above bids under advisement, does hereby award the contract to Chester, Inc. 555 E. Port Centre Dr., Valparaiso, IN 46384 for IBM Compatible Personal Computers for 2009 upon a motion by DuPey, seconded by Allen, with the recommendation of the L.C. Data Processing. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for IBM Compatible Personal Computers for 2009 for the L.C. Data Processing, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

CHESTER, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for IBM COMPATIBLE PERSONAL COMPUTERS FOR 2009 FOR THE LAKE CO. DATA PROCESSING and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 17, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

CHESTER, INC.

Letter of Recommendation:

Lake County Commissioners
Lake County Government
2293 N. Main St.
Crown Point, IN 46307

RE: Award of Bids for IBM Compatible Computers for 2009

Dear Commissioners:

Cenifax is recommending that Chester, Inc. be awarded classes H-1 thru H-17 for the IBM Compatible Micro Computers for 2009. Chester, Inc. was the only bidder for these classes.

If any question, please address with me at anytime.

Sincerely,

BOARD OF COMMISSIONERS OF COUNTY OF LAKE
GERRY SCHEUB
ROOSEVELT ALLEN JR.
FRANCES DuPEY

Order #44 Agenda #66 (cont'd)

Mark Pearman, Cenifax Executive Director
Lake County Data Processing

APPROVED THIS 17TH DAY OF 2008

Order #45 Agenda #67

In the Matter of L.C. Data Processing – Service Agreement with Chester, Inc. for Various County Offices and Departments for the year 2009 for printer maintenance in the amount of \$13,170.00 payable quarterly in the amount of \$3,292.50.

DuPey made a motion, seconded by Allen, to approve the Service Agreement with Chester, Inc. for Various County Offices and Departments for the year 2009 for printer maintenance in the amount of \$13,170.00 payable quarterly in the amount of \$3,292.50 on behalf of Lake County Data Processing. Motion passed 3-0.

Order #46 Agenda #68

In the Matter of L.C. Data Processing – Service Agreement with AT&T ILEC Local Private Line DS1 (“Service”) for the Lake County Highway Department for the period of January 1, 2009 to December 31, 2011 in the amount of \$585.00 per month.

DuPey made a motion, seconded by Allen, to approve the Service Agreement with AT&T ILEC Local Private Line DS1 (“Service”) for the Lake County Highway Department for the period of January 1, 2009 to December 31, 2011 in the amount of \$585.00 per month on behalf of Lake County Highway Department. Motion passed 3-0.

Order #47 Agenda #69

In the Matter of L.C. Data Processing – Service Agreement with Lawson Software for the year 2009 in the amount of \$9,248.21.

DuPey made a motion, seconded by Allen, to approve the Service Agreement with Lawson Software for the year 2009 in the amount of \$9,248.21 on behalf of Lake County Data Processing. Motion passed 3-0.

Order #48 Agenda #70

In the Matter of L.C. Data Processing – Service Agreement with Lawson Software for the year 2009 in the amount of \$211,513.92 payable quarterly in the amount of \$52,878.48.

DuPey made a motion, seconded by Allen, to approve the L.C. Data Processing – Service Agreement with Lawson Software for the year 2009 in the amount of \$211,513.92 payable quarterly in the amount of \$52,878.48. Motion passed 3-0.

Order #49 Agenda #71

In the Matter of L.C. Plan Commission – Performance Bond Release (3) and Performance Bond Acceptance (3) in the amounts of \$279,699.12, \$94,000.00, and \$22,000.00 and \$482,171.00, \$94,000.00 and \$22,000.00 for Farmington Meadows Phase II (Highway, Surveyor, Tree Bonds).

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Performance Bond Release (3) and Performance Bond Acceptance (3) in the amounts of \$279,699.12, \$94,000.00, and \$22,000.00 and \$482,171.00, \$94,000.00 and \$22,000.00 for Farmington Meadows Phase II (Highway, Surveyor, Tree Bonds). Motion passed 3-0.

RELEASE

WHEREAS, **Mark Langen** has on October 18, 2007 filed a PERFORMANCE BOND (in the form of a Irrevocable Standby Letter of Credit No. 584) issued by Demotte State Bank in the amount of Two Hundred Seventy Nine Thousand Six Hundred Ninety-nine Dollars and 12/100 (\$279,699.12) for required improvements to **Farmington Meadows Phase II**.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount of Two Hundred Seventy Nine Thousand Six Hundred Ninety-nine Dollars and 12/100 (\$279,699.12) effective this date.

Dated _____ 17th _____ DAY OF _____ December _____, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

RELEASE

WHEREAS, **Mark Langen** has on October 18, 2007 filed a PERFORMANCE BOND (in the form of a Irrevocable Standby Letter of Credit No. 582) issued by Demotte State Bank in the amount of Ninety Four Thousand Dollars and 00/100 (\$94,000.00) for required improvements to **Farmington Meadows Phase II**.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount of Ninety Four Thousand Dollars and 00/100 (\$94,000.00) effective this date.

Dated _____ 17th _____ DAY OF _____ December _____, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #49 Agenda #71 (cont'd)

RELEASE

WHEREAS, **Mark Langen** has on October 18, 2007 filed a PERFORMANCE BOND (in the form of a Irrevocable Standby Letter of Credit No. 583) issued by Demotte State Bank in the amount of Twenty Two Thousand Dollars and 00/100 (\$22,000.00) for required improvements to **Farmington Meadows Phase II**.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount of Twenty Two Thousand Dollars and 00/100 (\$22,000.00) effective this date.

Dated 17th DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Farmington Meadows Phase II
BONDING COMPANY: Demotte State Bank
PETITIONER: Mark Langen

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$482,171.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Farmington Meadows Phase II
BONDING COMPANY: Demotte State Bank
PETITIONER: Mark Langen

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$94,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Farmington Meadows Phase II
BONDING COMPANY: Demotte State Bank
PETITIONER: Mark Langen

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$22,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER

Order #49 Agenda #71 (cont'd)

FRANCES DuPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #49 Agenda #72

In the Matter of L.C. Plan Commission – Maintenance Bond in the amount of \$78,228 for West Creek Estates Phase I.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Maintenance Bond in the amount of \$78,228 for West Creek Estates Phase I. Motion passed 3-0.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: West Creek Estates Phase I
BONDING COMPANY: First Midwest Bank
PETITIONER: J.B. Builders Dev. Inc.

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$78,228.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, COMMISSIONER

FRANCES DuPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #49 Agenda #73

In the Matter of L.C. Plan Commission - Performance Bond Release and Resolution in the amount of \$391,138.00 for West Creek Estates, Phase 1.

DuPey made a motion, seconded by Allen, to approve L.C. Plan Commission - Performance Bond Release and Resolution in the amount of \$391,138.00 for West Creek Estates, Phase 1. Motion passed 3-0.

RELEASE

WHEREAS, J.B. Builders Dev. Inc. has on August 30, 2007 filed a Performance Bond (No. 2005080303-204) issued in the form of a Letter of Credit through First Midwest Bank in the amount of **Three Hundred Ninety One Thousand One Hundred Thirty Eight 00/100** (\$391,138.00) for **West Creek Estates Phase I.**

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of a Letter of Credit (No. 2005080303-204) through First Midwest Bank in the amount of **Three Hundred Ninety One Thousand One Hundred Thirty Eight 00/100** effective this date.

Dated 17th DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, COMMISSIONER

FRANCES DuPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – West Creek Estates Phase I

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for West Creek Estates Phase I.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, COMMISSIONER

FRANCES DuPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

Order #49 Agenda #74

In the Matter of L.C. Plan Commission – Maintenance Bond Acceptance in the amount of \$30,043.00 for Emerald Crossing 1-B.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Maintenance Bond Acceptance in the amount of \$30,043.00 for Emerald Crossing 1-B.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Emerald Crossing 1-B
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$30,043.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #49 Agenda #75

In the Matter of L.C. Plan Commission – Performance Bond in the amount of \$150,213.00 for Emerald Crossing 1-B.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Performance Bond in the amount of \$150,213.00 for Emerald Crossing 1-B. Motion passed 3-0.

RELEASE

WHEREAS, Builders Group LLC has on June 24, 2008 filed a PERFORMANCE BOND (LOC #215020116-204) issued by First Midwest Bank in the amount of One Hundred Fifty Thousand Two Hundred Thirteen and 00/100 (\$150,213.00) for **Emerald Crossing 1-B.**

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (LOC #215020116-204) issued by First Midwest Bank in the amount of One Hundred Fifty Thousand Two Hundred Thirteen and 00/100 (\$150,213.00) U.S. Dollars effective this date.

Dated 17th DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Emerald Crossing 1-B

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Emerald Crossing 1-B.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #49 Agenda #76

In the Matter of L.C. Plan Commission – Performance Bond in the amount of \$493,497.00 for Emerald Crossing 1-A.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Performance Bond in the amount of \$493,497.00 for Emerald Crossing 1-A. Motion passed 3-0.

Order #49 Agenda #76 (cont'd)

RELEASE

WHEREAS, Builder Group LLC has on June 24, 2008 filed a PERFORMANCE BOND (LOC #215020116-201) issued by First Midwest Bank in the amount of Four Hundred Ninety Three Thousand Four Hundred Ninety Seven and 00/100 (\$493,497.00) U.S. Dollars for required improvements to **Emerald Crossing 1-A**.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (LOC #215020116-201) issued by First Midwest Bank in the amount of Four Hundred Ninety Three Thousand Four Hundred Ninety Seven and 00/100 (\$493,497.00) U.S. Dollars effective this date.

Dated 17th DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Emerald Crossing 1-A

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Emerald Crossing 1-A.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #49 Agenda #77

In the Matter of L.C. Plan Commission – Maintenance Bond in the amount of \$98,699.00 for Emerald Crossing 1-A.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Maintenance Bond in the amount of \$98,699.00 for Emerald Crossing 1-A. Motion passed 3-0.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Emerald Crossing 1-A
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$98,699.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #49 Agenda #78

In the Matter of L.C. Plan Commission – Performance Bond in the amount of \$595,750.00 for Grouse Point Phase II.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission – Performance Bond in the amount of \$595,750.00 for Grouse Point Phase II. Motion passed 3-0.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Grouse Point Phase II
BONDING COMPANY: Bond Safeguard Insurance Company
PETITIONER: Grouse Point Development LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

Order #49 Agenda #78 (cont'd)

TOTAL: \$595,720.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE
ROOSEVELT ALLEN, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #50 Agenda #79

In the Matter of L.C. Calumet Township Assessor – Consulting Contract with Doc McDowell, Jr. for Attorney Services for the year 2008 in an amount not to exceed \$20,000.00 at the rate of \$150.00 per hour.

At this time Commissioner Allen explains to the Board that the Calumet Township Assessor, Booker Blumenberg along with Attorney Doc McDowell, Jr. came to the Study Session and explained that there were residual tax litigation for Calumet Township and that is why he had this consulting contract and the residual litigation was with USX Steel and Calumet Township, and he states that the bill was less than \$10,000.00.

Allen made a motion, seconded by Scheub, to ratify the L.C. Calumet Township Assessor – Consulting Contract with Doc McDowell, Jr. for Attorney Services for the year 2008 in an amount not to exceed \$10,000.00. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 2008 effective from January 1, 2008 to December 31, 2008 by and between DOCK McDOWELL, JR., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the CALUMET TOWNSHIP ASSESSOR (hereinafter called the "**County**").

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to provide the services designated in this contract.
2. Scope of Service. The Consultant shall do, perform, and carry out in a good and professional manner the services:

DENIED 11-19-08
Approved 12-17-08

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

CALUMET TOWNSHIP ASSESSOR

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

Order #50 Agenda #79 (cont'd)

Not to exceed \$10,000.00

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed ~~Twenty~~ ^{Twenty} Thousand Dollars (\$~~20,000.00~~ \$10,000.00) for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Calumet Township Assessor's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
 - A. Compensation shall be at the rate of \$150.00 per hour, not to exceed 133 hours.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be

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construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs

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Order #50 Agenda #79 (cont'd)

attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.

16. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

18. Conflict of Interest. The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide

legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.


19. Information Availability.


- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

DOCK McDOWELL
7895 BROADWAY, SUITE D
MERRILLVILLE, IN 46410
(219) 756-7000

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB

CONSULTANT

DOCK McDOWELL


ROOSEVELT ALLEN, JR.

ATTEST:

PEGGY MADONA,
LAKE COUNTY AUDITOR

FRANCES DUPEY

Order #51 Agenda #81A

In the Matter of E-9-1-1 – Letter from Interstate Alarm, Inc. concerning Lake County Buildings A, B, C, Lake County Juvenile Center, Lake County Work Release, and Westwind Manor. The City of Crown Point will no longer be responsible for monitoring fire alarm signals at their 911 Dispatch Center. Southlake Security from Griffith, Indiana to provide continuing monitoring of these facilities fire protection systems.

DuPey made a motion, seconded by Allen, to make a matter of public record the Letter from Interstate Alarm, Inc. concerning Lake County Buildings A, B, C, Lake County Juvenile Center, Lake County Work Release, and Westwind Manor. The City of Crown Point will no longer be responsible for monitoring fire alarm signals at their 911 Dispatch Center. Southlake Security from Griffith, Indiana to provide continuing monitoring of these facilities fire protection systems. Motion passed 3-0.

Order #52 Agenda #81B

In the Matter of E-9-1-1 – Consulting Contract between JJAM, Inc. and the Board of Commissioners of the County of Lake to oversee the installation of the new 911 systems at 18 PSAP's, maintain the entire database for all 18 PSAP's on the 911 systems, etc. for the year 2009 in an amount not to exceed \$75,000.00 at the rate of \$50.00 per hour payable out of the 911 budget.

Allen made a motion, seconded by DuPey, to approve the E-9-1-1 Consulting Contract with JJAM, Inc. to oversee the installation of the new 911 systems at 18 PSAP's, maintain the entire database for all 18 PSAP's on the 911 systems, etc. for the year 2009 in an amount not to exceed \$75,000.00 at the rate of \$50.00 per hour payable out of the 911 budget. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 20 08 effective from January 1, 2009 to and including December 31, 2009 by and between JJAM, INC., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Consultant shall oversee the installation of the new 911 systems at 18 PSAP's.
 - B. Consultant shall maintain the entire database for all 18 PSAP's on the 911 systems.
 - C. Consultant shall administer data collection for all 18 PSAP's.
 - D. Consultant shall install a new stats system (Aurora).
 - E. Consultant shall maintain stats for 13 PSAP's (5 will receive Aurora stat systems).
 - F. Consultant shall install a new mapping system for 911.
 - G. Consultant shall maintain the new 911 mapping system.
 - H. Consultant shall oversee the consolidation of 911 as per state statute (required to be completed by 2014).
 - I. Consultant shall obtain grants to fund construction of a building if necessary, and the construction of the new 911-consolidation network.
 - J. Consultant shall sit on the Public Safety Commission formed by the Lake County Sheriff and the Police and Fire Chief's of Lake County, as a lead for consolidation of 911.
 - K. Consultant shall assist in the consolidation of CAD and dispatch centers.
 - L. Consultant shall sit on all committees regarding equipment,

Order #52 Agenda #81B (cont'd)

- personnel, finance, and construction of any new dispatch center.
- M. Consultant shall be the liaison between the County and AT&T, Plant CML regarding any 911 system issues.
- N. Consultant shall report to the 911 Administrator for the Board of Commissioners of the County of Lake to bring NG911 to Lake County.
- O. Consultant shall devote such hours as are necessary to perform the service listed above.
- P. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
- Q. Consultant reports directly to the Board, Official and/or person represented.
- R. Consultant shall include the following detailed information on invoices:
- I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for all services required herein at the rate of \$50.00 per hour payable out of the 911 budget, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date

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- thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

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Order #52 Agenda #81B (cont'd)

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

15. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

16. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access

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to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

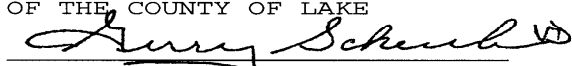
- 17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

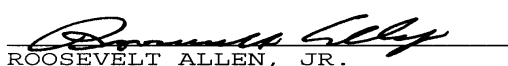
BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

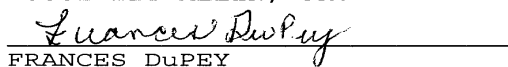
JJAM, INC.
9914 Tyler Ct
Crown Point, IN
(219) 712-6408

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.


THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DUPEY

CONSULTANT


JEFFREY CICILLIAN,
PRESIDENT, JJAM, INC.

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #52 Agenda #81B (cont'd)

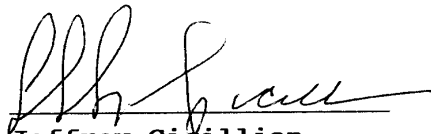
911 Supervisor & Contact Person

After consideration of all expenses, Internal Revenue tax laws and responsibilities of the position- 911 Supervisor & Contact Person, I propose an annual salary of \$75,000 to be paid to a newly formed corporation- JJAM Incorporated Inc. as a contract position to report to the 911 Administrator for the Lake County Commissioners to bring NG911 to Lake County.

Duties will include:

1. Oversee the installation of the new 911 systems at 18 PSAP's
2. Maintain the entire database for all 18 PSAP's on the 911 systems.
3. Administer data collection for all 18 PSAP's.
4. Install a new stats system (Aurora)
5. Maintain stats for 13 PSAP's (5 will receive Aurora stat systems)
6. Install a new mapping system for 911
7. Maintain the new 911 mapping system.
8. Oversee the consolidation of 911 as per state statute (required to be completed by 2014)
9. Obtain grants to fund construction of a building if necessary, and the construction of the new 911-consolidation network.
10. Will sit on the Public Safety Commission formed by the Lake County Sheriff and the Police and Fire Chief's of Lake County, as a lead for consolidation of 911.
11. Will assist in the consolidation of CAD and dispatch centers.
12. Will sit on all committees regarding equipment, personnel, finance, and construction of any new dispatch center.

I will also be the liaison between the County and AT&T, Plant CML regarding any 911 systems issues.



Jeffrey Cicillian
President, JJAM Inc.

*Jeffrey Cicillian will be moving into the former office of the Bar Association located 3rd Floor – Administration Bldg, Lake County Government Center, the Lake County Bar Association is scheduled to move out January 15, 2009, per Attorney John Dull.

Order #53 Agenda #81C

In the Matter of E-9-1-1 – National Emergency Number Association Invoice No. 240568 for 2009 Membership Dues for Command Jeffrey Cicillian in the amount of \$120.00.

Allen made a motion, seconded by DuPey, to approve the E-9-1-1 – National Emergency Number Association Invoice No. 240568 for 2009 Membership Dues for Command Jeffrey Cicillian in the amount of \$120.00. Motion passed 3-0.

Order #54 Agenda #81D

In the Matter of E-9-1-1 – Hobart Police Department request in the amount of \$1,304.50.

Allen made a motion, seconded by DuPey, to approve Hobart Police Department E-9-1-1 request in the amount of \$1,304.50. Motion passed 3-0.

Order #55 Agenda #81E

In the Matter of E-9-1-1 – Town of Munster E-9-1-1 Request in the amount of \$21,767.00.

Allen made a motion, seconded by DuPey, to approve the Town of Munster E-9-1-1 Request in the amount of \$21,767.00. Motion passed 3-0.

Order #56 Agenda #82A

In the Matter of BIDS: Photocopier Maintenance for the year 2009 for Various County Offices and Departments.

The Board having previously taken the above bids under advisement, does hereby award the contract to Gateway Business Systems, Inc., 510 Progress Street, Munster, IN 46321 for Classes 2,3, & 6 for the year 2009; Adams Remco, Inc., 2612 Foundation Drive, South Bend, IN46619 for Classes 4,7, & 9; Kramer & Leonard, 312 Roberts Road, Chesterton, IN 46304 for Class 8; Class 10 received no bidders, upon a motion made by DuPey, seconded by Allen, with recommendation of Lake County Purchasing Department Agent. Motion passed 3-0.

Order #56 Agenda #82A (cont'd)

DuPey made a motion, seconded by Allen, to approve the Calumet Township Assessor to go out on the open market for Class 10 being there were no bidders. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Photocopier Maintenance Classes 2,3,4,6,7,8,9, & 10 for the year 2009 for the L. C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GATEWAY BUSINIESS SYSTEMS, INC., ADAMS REMCO, INC., & KRAMER & LEONARD W/ no bond is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PHOTOCOPIER MAINTENANCE FOR THE YEAR 2009 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$2,150.00, \$23,092.00, \$9,800.00, \$14,965.00, \$3,300.00, \$10,544.00, \$3,475.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:
FRANCES DuPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

Date: December 17, 2008
GATEWAY BUSINIESS SYSTEMS, INC., ADAMS REMCO, INC., & KRAMER & LEONARD

LETTER OF RECOMMENDATION

November 26, 2008

Board of Commissioners of the County of Lake
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

Subject: Bid tabulations for Photocopier Maintenance for the year 2009 for Various County Offices and Departments

Dear Commissioners:

I have tabulated the Bids for Photocopier Maintenance for the year 2009 for Various County Offices and Departments and the recommendations are as follows:

- Class 2 – Duplo – Gateway Business Systems, Inc. - \$2,150.00 (only bidder)
- Class 3 – Konica – Gateway Business Systems, Inc. - \$23,092.00 (only bidder)
- Class 4 – Lanier – Adams Remco, Inc. - \$9,800.00 (low bidder)
Advanced Imaging Solutions - \$10,158.00
- Class 6 – Panasonic – Gateway Business Systems, Inc. - \$14,965.00 (only bidder)
- Class 7 – Savin - Adams Remco, Inc. - \$3,300.00 (low bidder)
Advanced Imaging Solutions - \$5,435.00
- Class 8 – Sharp – Kramer & Leonard, Inc. - \$10,544.00 (only bidder)
- Class 9 – Toshiba - Adams Remco, Inc. - \$3,475.00 (low bidder)
Advanced Imaging Solutions - \$3,979.00
Proven Business Systems - \$5,760.00

Class 10 – Xerox – No valid bids received. Request permission to allow the Calumet Township Assessor to go on the open market for the year 2009

Each of these Vendors are current with their filing with the Indiana Secretary of State's Office, Corporations Division, with the exception of Proven Business Systems. Proven is not listed with the State's Office, Corporations Division nor did they include proof in writing as required by the bid specifications that they are an authorized dealer and qualified to maintain the brand of photocopiers that they submitted a bid on, therefore I recommend that the bid of Proven Business Systems be rejected.

According to the Lake County Treasurer's Office findings all of the vendors are current with the payment of any Personal or Real Property Taxes in Lake County.

Sincerely yours,
Lake County Purchasing Department
Brenda Koselke, Purchasing Agent

Order #57 Agenda #82B

In the Matter of BIDS: Printing Classes 2A and 2B for the year 2009 for Various County Offices and Departments.

The Board having previously taken the above bids under advisement, does hereby award the contract to McShane's, Inc., 1844 – 45th Street, Munster, IN 46321 for Printing Classes 2A and 2B for the year 2009, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Purchasing Agent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Printing Classes 2A & 2B for the year 2009 for the L. C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

McSHANE'S INC. W/ no bond is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PRINTING CLASSES 2A AND 2B FOR THE YEAR 2009 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$12,082.50, \$2,768.75 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:
FRANCES DuPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

Date: December 17, 2008
McSHANE'S INC.

Order #57 Agenda #82B (cont'd)

LETTER OF RECOMMENDATION

November 26, 2008

Board of Commissioners of the County of Lake
 Lake County Government Center
 2293 North Main Street
 Crown Point, IN 46307

Subject: Bid tabulations for Printing – Class 2A and 2B for the year 2009 for Various County Offices and Departments

Dear Commissioners:

I have tabulated the Bids for Printing – Class 2A and 2B for the year 2009 for Various County Offices and Departments and the recommendations are as follows:

Class 2A - McShane's Inc. - \$12,082.50 (only bidder)
 Class 2B - McShane's Inc. - \$2,768.75 (only bidder)

The bidder listed above is current with their filing with the Indiana Secretary of State's Office, Corporations Division. According to the Lake County Treasurer's Office findings this vendor is current with the payment of any Personal or Real Property Taxes in Lake County.

Sincerely yours,
 Lake County Purchasing Department
 Brenda Koselke, Purchasing Agent

Order #58 Agenda #82C

In the Matter of BIDS: Typewriter Maintenance for the year 2009 for Various County Offices and Departments

The Board having previously taken the above bids under advisement, does hereby award the contract to Gateway Business Systems, Inc., 510 Progress Street, Munster, IN 46321 for Classes 1,2,4,5,6, & 7 for the year 2009; Adams Remco, Inc., 2612 Foundation Drive, South Bend, IN 46619 for Class 3, upon a motion made by Allen, seconded by DuPey, with the recommendation of the L.C. Purchasing Agent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Typewriter Maintenance Classes 1,2,3,4,5,6, & 7 for the year 2009 for the L. C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GATEWAY BUSINESS SYSTEMS, INC., ADAMS REMCO, INC., W/ no bond is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TYPEWRITER MAINTENANCE FOR THE YEAR 2009 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$255.00, \$1,275, \$16,709.00, \$85.00, \$170.00, \$1,955.00, \$85.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:
 FRANCES DuPEY
 ROOSEVELT ALLEN JR.
 GERRY SCHEUB

Date: December 17, 2008
 GATEWAY BUSINESS SYSTEMS, INC., ADAMS REMCO, INC.,

LETTER OF RECOMMENDATION

November 26, 2008

Board of Commissioners of the County of Lake
 Lake County Government Center
 2293 North Main Street
 Crown Point, IN 46307

Subject: Bid tabulations for Typewriter Maintenance for the year 2009 for Various County Offices and Departments

Dear Commissioners:

I have tabulated the Bids for Typewriter Maintenance for the year 2009 for Various County Offices and Departments and the recommendations are as follows:

Class 1 – Brother - Gateway Business Systems, Inc. - \$255.00 (only bidder)
 Class 2 – Canon - Gateway Business Systems, Inc. - \$1,275.00 (only bidder)
 Class 3 – IBM - Adams Remco, Inc. - \$16,709.00 (low bidder)
 Gateway Business Systems, Inc. - \$28,985.00
 Class 4 – Nakajima - Gateway Business Systems, Inc. - \$85.00 (only bidder)
 Class 5 – Olympia - Gateway Business Systems, Inc. - \$170.00 (only bidder)
 Class 6 – Royal - Gateway Business Systems, Inc. - \$1,955.00 (only bidder)
 Class 7 – Swintec - Gateway Business Systems, Inc. - \$85.00 (only bidder)

The Vendors listed above are current with their filing with the Indiana Secretary of State's Office, Corporations Division and according to the Lake County Treasurer's Office findings the vendors listed above are current with payment of any Personal or Real Property Taxes in Lake County.

Sincerely yours,
 Lake County Purchasing Department
 Brenda Koselke, Purchasing Agent

Order #59 Agenda #83

In the Matter of Sign-In Sheet from the Bidders Conference held on December 3, 2008 for Vendors interested in bidding on Property and Casualty Insurance for the year 2009.

DuPey made a motion, seconded by Allen, to make the Sign-In Sheet from the Bidders Conference held on December 3, 2008 at 10:00am for Vendors interested in bidding on Property and Casualty Insurance for the year 2009 a matter of public record. Motion passed 3-0.

<u>NAME</u>	<u>COMPANY</u>
Rick Smith	Smith Ins. Agency
Paul Onest	Braman
Josh Latham	Braman
Peggy Armstrong	Norman G. Olson Ins.
Mike Bochnowski	Manta & Hurst, Inc.

Order #60 Agenda #84

In the Matter of BIDS: Property and Casualty Insurance for the year 2009.

Commissioners Attorney has notified all potential bidders that upon approval the due date for the return of bids will be extended to February 18, 2009

Upon receiving no bids on this day, DuPey made a motion, seconded by Allen, to extend the current Property and Casualty Insurance contract with Manta & Hurst, Inc. through March 31, 2009. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to extend the date for the return of bids for Property and Casualty Insurance for the year 2009 to February 18, 2009 prior to 9:30 am in the L.C. Auditor's Office. Motion passed 3-0.

Order #61 Agenda #86

In the Matter of Consulting Contract for Personal Property Tax Collection with Jewell Harris, Jr. on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Personal Property Tax Collection with Jewell Harris, Jr. on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #61 Agenda #87

In the Matter of Consulting Contract for Personal Property Tax Collection with Ronald Ostojic on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Personal Property Tax Collection with Ronald Ostojic on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #61 Agenda #88

In the Matter of Consulting Contract for Personal Property Tax Collection with John Stanish on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Personal Property Tax Collection with John Stanish on behalf of the Lake County Treasurer for the year 2009 in the amount of Fifteen (15%) percent of the total amount secured from the indebtedness. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #61 Agenda #89

In the Matter of Consulting Contract for Real Property Tax Collection with Jewell Harris, Jr. on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Real Property Tax Collection with Jewell Harris, Jr. on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #61 Agenda #90

In the Matter of Consulting Contract for Real Property Tax Collection with Alexander Lopez on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Real Property Tax Collection with Alexander Lopez on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #61 Agenda #91

In the Matter of Consulting Contract for Real Property Tax Collection with Kevin Smith on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract for Real Property Tax Collection with Kevin Smith on behalf of the Lake County Treasurer for the year 2009 in the amount of Ten (10%) percent of the taxes collected. Motion passed 3-0.

("SEE FILE" FOR COPY OF ORIGINAL)

Order #62 Agenda #92

In the Matter of Letter from Kavadias & Associates, P.C. and Petition concerning the Wicker Park Neighborhood Association Petition to Close the Northcote Bridge.

DuPey made a motion, seconded by Allen, to make the Letter from Kavadias & Associates, P.C. and Petition concerning the Wicker Park Neighborhood Association Petition to Close the Northcote Bridge a matter of public record. Motion passed 3-0.

Order #63 Agenda #93

In the Matter of Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Update No. 3.

Order #63 Agenda #93 (cont'd)

Allen made a motion, seconded by DuPey, to make it a matter public record the Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Update No. 3. Motion passed 3-0.

Order #64 Agenda #94

In the Matter of Acceptance of Check No. 5109 in the amount of \$7,164.96 for Case Number 45D09-0607-SC-02243.

DuPey made a motion, seconded by Allen, to accept the Check, Check No. 5109, in the amount of \$7,164.96 for Case Number 45D09-0607-SC-02243. Motion passed 3-0.

Order #65 Agenda #95

In the Matter of Letter from the Indiana Ballet Theatre concerning work being done at the building.

Allen made a motion, seconded by DuPey, to make this Letter from the Indiana Ballet Theatre concerning work being done at the building a matter of public. Motion passed 3-0.

Order #66 Agenda #98

In the Matter of Post-Tribune request for notices of all meetings, including executive sessions for the calendar year 2009.

Allen made a motion, seconded by DuPey, to approve the Post-Tribune's request for notices of all meetings, including executive sessions for the calendar year 2009. Motion passed 3-0.

Order #67 Agenda #99 A&B

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, October 8, 2008 and Special Meeting, Thursday, October 16, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, October 8, 2008 and Special Meeting, Thursday, October 16, 2008. Motion passed 3-0.

Order #68 Agenda #100

In the Matter of Lake County Expense Claims to be allowed December 17, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, December 17, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order #68 Agenda #101

In the Matter of Service Agreements

DuPey made a motion, seconded by Allen, to approve the following Service Agreements. Motion passed 3-0.

L C BOARD OF COMMISSIONERS	W/	Ray Snowplowing
L C BOARD OF COMMISSIONERS	W/	Rochester Midland, Corp.
L C BOARD OF COMMISSIONERS	W/	ABC Burglar & Fire Alarm Corp.
L C BOARD OF COMMISSIONERS	W/	ABC Burglar & Fire Alarm Corp.
L C ROSS TOWNSHIP ASSESSOR	W/	Verizon Wireless
L C ROSS TOWNSHIP ASSESSOR	W/	Cynthia Saberniak
L C CLERKS OFFICE	W/	Imaging Office System, Inc.
L C CLERKS OFFICE	W/	Gateway Business System
L C CLERKS OFFICE	W/	MTM International
L C CLERKS OFFICE	W/	Indiana Commission of Public Records
L C CORONER	W/	Stericycle, Inc.
L C CORONER	W/	AIT Laboratories
L C ENGINEERS	W/	Otis Elevator Co.
L C ENGINEERS	W/	Largura Inc.
L C ENGINEERS	W/	Patten Power System
L C ENGINEERS	W/	Ace Exterminating
L C JUVENILE COURT/C.A.S.A.	W/	Record Storage Center
L C RECORDER	W/	Information & Records Associates
L C RECORDER	W/	Adams Remco
L C RECORDER	W/	Ellis Systems Corp.
L C RECORDER	W/	MTM International, Inc.
L C RECORDER	W/	Records Storage Center, Inc.
L C SHERIFF	W/	Noble Communications/Nextel-Sprint
L C SUPERIOR COURT, DIV. RM 4	W/	Word Systems, Inc.
L C SURVEYOR	W/	Gateway Business Systems, Inc.

Order #68 Agenda #102

In the Matter of Poor Relief Decisions

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0.

TaShonda Washington	Denied for appellant's failure to appear
Nicole Wilder	Denied for appellant's failure to appear
Bernice McKinley	Denied for appellant's failure to appear

Order #68 Agenda #102 (cont'd)

Kike Turner	Denied for appellant's failure to appear
Diane Gould	Denied for appellant's failure to appear
Tommy Spiller	Denied for appellant's failure to appear
Mary White-Colins	Denied for appellant's failure to appear
Rolium Neal	Denied
Adrienne Boyd	Approved
Richard Dean	Denied
Michael Birigham	Approved on condition, rent from 09/08-11/08
Grace Cistrunk	Approved
Vernessa Smith	Approved in part
Betty Kelly	Approved
Janet Triplett	Approved
Ollie Leny	Approved
Elana Blackwell	Approved
Alfred Jones	Approved
Stephanie Hill	Approved
Pamela Cook	Approved
Melissa Christian	Approved on condition
Ernest Atkins	Approved
Ina Young	Approved
Clarica Edwards	Approved
Sierra Johnson	Approved in part
Loretha Smith	Approved
Regina Roberts	Denied
Christinia Brooks	Denied for appellant's failure to appear
Michael Birigham	Denied for appellant's failure to appear
Marlon Durin	Denied for appellant's failure to appear
Michelle Dennie	Denied for appellant's failure to appear
Donnie Blankership	Denied for appellant's failure to appear
Michella Jeffries	Denied for appellant's failure to appear
Deatra Brown	Approved in part
Patricia Williams	Denied for appellant's failure to appear
Eboni Castor	Denied for appellant's failure to appear
Melita James	Denied for appellant's failure to appear
Dorsie McGrew	Denied
Lisa McFarland	Denied for appellant's failure to appear
Jewel Muldrow	Approved
LaShonne Hardaway	Denied
LaKea Jewell	Approved
Clifford Danzy	Denied
Vicki Wild	Denied
Donary Reed	Denied
Taccarra Anderson	Approved
Timothy Coleman	Denied
Landa Fuller	Denied
Taylor Gordon	Denied
Twana Moore	Approved
Raymond Cox	Approved in part
Timothy Harper	Approved
Tina Meredith	Approved in part
Tijuana Mortin	Approved
Asia Halton	Approved
Kenneth Irons	Denied
Robert Parker	Approved on condition
Eddie Moore	Approved in part
Carolyn Nelson	Approved
Debra Shaw	Denied
Doris Roland	Approved
Charles Oner	Denied for appellant's failure to appear
Pamela Christmas	Denied for appellant's failure to appear
NaShay Merritt	Denied for appellant's failure to appear
Karey Hollingsworth	Denied for appellant's failure to appear
Benita Johnson	Denied for appellant's failure to appear
Renee Liggins	Denied for appellant's failure to appear
Leni Williams	Approved
Tia Aristin	Approved in part
Charlene Hemphill	Approved
Tymara Ballard	Approved in part
Ina Dillard	Approved
Toni James	Approved
Rondel Scott	Approved
Charnelle Bradshaw	Approved
Rolonda Grice	Approved in part
Valerie Grey	Approved on condition
Stephanie Henningham	Approved
Johnny Reese	Approved
Taylor Gordon	Denied
Jewel Maldrow	Remanded to township for further consideration and review
Modell McCambury	Denied for appellant's failure to appear
LaShonda Jackson	Denied for appellant's failure to appear
Toniette Scott-Adams	Denied for appellant's failure to appear
Aridrea Lawrence	Denied for appellant's failure to appear
LaTasha Jemison	Denied for appellant's failure to appear
Marcel Warren	Denied for appellant's failure to appear
Marcel Warren	Denied for appellant's failure to appear
Darlene Daniels	Approved in part-rent approved for 1 month
April Thompson	Denied for appellant's failure to appear
Elliot Gray	Denied for appellant's failure to appear
Jason Gordon	Denied for appellant's failure to appear

Order #68 Agenda #102 (cont'd)

Eugenia Roberson	Denied for appellant's failure to appear
Diane Bartee	Denied for appellant's failure to appear
Raymond Jamison	Approved in part
Carla McClerin	Denied
Allan Walka	Approved
Anita Wilson	Approved
Kathryn McLin	Approved
Angela Boatner	Approved
Bernice Dusley-Isbell	Approved
Winn Frankie	Approved
Tonia Jackson	Approved
William Brown	Approved on condition
Howard Hawkins	Approved in part

Order#69 Agenda #9

In the Matter of BIDS: Waste Removal at the Lake County Government Center for the year 2009.

This being the day, time, and place for the receiving of bids for Waste Removal at the Lake County Government Center for 2009, the following bids were received:

Allied Waste Services	\$52,104.00
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DuPey made a motion, seconded by Allen, to award the Waste Removal contract for the Lake County Government Center for the year 2009 to Allied Waste Services, as so recommended by the L C Building Manager, Mr. Dan Ombac, to accept the lowest bidder. Motion passed 3-0.

Order #70 Agenda #10A

In the Matter of BIDS: L.C. Highway – Aggregate (Limestone) Delivered for the year 2009.

This being the day, time, and place for the receiving of bids for Aggregate (Limestone) Delivered for the year 2009 for the Lake County Highway Department, the following bids were received:

There were no bidders

DuPey made a motion, seconded by Allen, to allow the Highway Department to go out in the open market for Aggregate (Limestone) Delivered for the year 2009. Motion passed 3-0.

Order #71 Agenda #10B

In the Matter of BIDS: L.C. Highway – Aggregate (Limestone) Picked Up for the year 2009.

This being the day, time, and place for the receiving of bids for Aggregate (Limestone) Picked Up for the year 2009 for the Lake County Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$609,000.00
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Allen made a motion, seconded by DuPey, to take the above bids under advisement and refer to L.C. Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #72 Agenda #10C

In the Matter of BIDS: L.C. Highway – Back-Fill Material "B" Borrow Delivered for the year 2009.

This being the day, time, and place for the receiving of bids for Back-Fill Material "B" Borrow Delivered for the year 2009 for the Lake County Highway Department, the following bids were received:

There were no bidders

DuPey made a motion, seconded by Allen, to allow the Highway Department to go out in the open market for Back-Fill Material "B" Borrow Delivered for the year 2009. Motion passed 3-0.

Order #73 Agenda #10D

In the Matter of BIDS: L.C. Highway – Back-Fill Material "B" Borrow Picked Up for the year 2009.

This being the day, time, and place for the receiving of bids for Back-Fill Material "B" Borrow Picked Up for the year 2009 for the Lake County Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$6,000.00
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Allen made a motion, seconded by DuPey, to take the above bids under advisement and refer to L.C. Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #74 Agenda #10E

In the Matter of BIDS: L.C. Highway – Treated Timber Bridge Material for the year 2009.

This being the day, time, and place for the receiving of bids for Treated Timber Bridge Material for the year 2009 for the Lake County Highway Department, the following bids were received:

There were no bidders

DuPey made a motion, seconded by Allen, to allow the Highway Department to go out in the open market for Treated Timber Bridge Material for the year 2009. Motion passed 3-0.

Order #75 Agenda #12

In the Matter of PROPOSALS: L.C. Highway – Selection of a consulting engineering firm to provide professional services for the Rehabilitation of Lake County Bridge #253 on 3rd Street over Lake George in Hobart, Indiana.

This being the day, time, and place for the receiving of proposals for the Selection of a consulting engineering firm to provide professional services for the Rehabilitation of Lake County Bridge #253 on 3rd Street over Lake George in Hobart, Indiana, the following proposals were received from:

Janssen & Spaans Engineer	Floyd e. Burroughs & Assoc
Butler, Fairman, and Seufert	Beam, Longest and Neff, LLC
RQAW	DLZ

Allen made a motion, seconded by DuPey, to take the above proposals under advisement and refer to L.C. Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #76 Agenda #13

In the Matter of PROPOSALS: L.C. Highway – Tree Removal Services

This being the day, time, and place for the receiving of proposals for Tree Removal Services, the following proposals were received:

There were no bidders

DuPey made a motion, seconded by Allen, to allow the Highway Department to go out in the open market for Back-Fill Material "B" Borrow Delivered for the year 2009. Motion passed 3-0.

Order #77 Agenda #14

In the Matter of PROPOSALS: L.C. Highway – Certified Public Accountant Services for the year 2009.

Item under corrections, for the extended proposal return date of January 21, 2009, for proposals for L.C. Highway – Certified Public Accountant Services for the year 2009. Motion passed 3-0.

Order #78 Agenda #47

In the Matter of BIDS: L.C. Surveyor – Hart Ditch Restoration Project in the Town of Munster.

This being the day, time, and place for the receiving of bids for the Hart Ditch Restoration Project in the Town of Munster for the Lake County Surveyor, the following bids were received:

Delta III, Inc.	\$529,931.40
Gariup Construction Co., Inc.	\$571,300.00
Dyer Construction Co., Inc.	\$660,380.00
R.A. Oros Inc.	\$450,878.99
Grimmer Construction, Inc.	\$616,341.40

Comes now before the Board, representatives of the Lake County Surveyor's Office to offer a recommendation to award the contract to the low bidder of R.A. Oros, Inc. explaining that 60% is funded by the Town of Munster and 40% by the Lake County Surveyor.

The Board having considered the recommendation, does hereby award the contract to R.A. Oros, Inc., 8244 Greenwood Ave, Minster, Indiana 46321 for the Hart Ditch Restoration Project in the Town of Munster, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Surveyor. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Hart Ditch Restoration Project in the Town of Munster for the Lake County Surveyor, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

R.A. OROS, INC. W/ CHASE, certified check in the amount of \$22,543.94, is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for HART DITCH RESTORATION PROJECT IN THE TOWN OF MUNSTER FOR \$450,878.99 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 17, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

R.A. OROS, INC.

LETTER OF RECOMMENDATION**LAKE COUNTY SURVEYOR'S OFFICE RFP RESPONSE CALCULATIONS FOR HART DITCH RESTORATION PROJECT**

OPENED: December 17, 2008 at 9:30 am

<u>Company</u>	<u>Bid Location 2</u>	<u>Bid Location 3</u>	<u>Total Bid</u>
RA Oros, Inc.	\$272,534.02	\$178,344.97	\$450,878.99
Delta III, Inc.	\$338,605.40	\$191,326.00	\$529,931.40
Gariup Construction Co., Inc.	\$333,200.00	\$238,190.00	\$571,300.00
Grimmer Construction, Inc.	\$353,965.40	\$262,376.00	\$616,341.40
Dyer Construction Co., Inc.	\$393,278.00	\$267,102.00	\$660,380.00

The above totals are for the total cost of the project.

The contract to be awarded is funded by the following budgets: 60% by the Town of Munster, and 40% by the Lake County Surveyor. Representatives for the Town of Munster and the Lake County Surveyor's Office have reviewed the bids.

The recommendation is to find RA Oros, Inc. as the lowest and most responsive and responsible bidder, and to award the contract to RA Oros, Inc. accordingly.

Order #78 Agenda #47 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Gerry Scheub
Roosevelt Allen, Jr.
Frances DuPeyAPPROVED THIS 17TH DAY OF December 20 08Lake County Surveyor's Office
By: Daniel V. GrossmanTown of Munster
By: James M. Mandon

Order #79 Agenda #51

In the Matter of BIDS: L.C. Juvenile Center – Food, Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009.

This being the day, time, and place for the receiving of bids for Food, Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009 for the L.C. Juvenile Center, the following bids were received:

SHOP RITE FOODS	\$33,107.67
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The Board having decided to make an award, does hereby award the contract to Shop Rite Foods, 1413 South Lake Park, Hobart, IN 46342 for \$33,107.67 for Food, Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009 for the L.C. Juvenile Center, being the sole bidder, upon a motion made by DuPey made a motion, seconded by Allen. Motion passed 3-0.

Order #80 Agenda #52

In the Matter of PROPOSALS: L.C. Juvenile Center – Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming for the year 2009.

This being the day, time, and place for the receiving of proposals for Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming for the year 2009 for the L.C. Juvenile Center, the following bids were received:

Able Paper & Janitorial Supplies, Inc.	\$17,281.00
Great Lakes Supply & Chemical	\$25,347.61

DuPey made a motion, seconded by Allen, to take the above proposals under advisement and refer to L.C. Juvenile Center for tabulation and recommendation. Motion passed 3-0.

Order #81 ADD Agenda #5F

In the Matter of Lake County Treasurer's Tax Status Certifications

DuPey made a motion, seconded by Allen, to make a matter of public record the Lake County Treasurer's Tax Status Certifications. Motion passed 3-0.

Order #82 ADD Agenda #41A

In the Matter of Board of Commissioners Consulting Contract with Edgewater Systems for Balanced Living, Inc. on behalf of the Lake County Sheriff for the year 2009 in the amount of \$26,833.33 per month which is the same rate as 2008.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with Edgewater Systems for Balanced Living, Inc. on behalf of the Lake County Sheriff for the year 2009 in the amount of \$26,833.33 per month which is the same rate as 2008. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 17th day of December 2008 effective from January 1, 2009 to December 31, 2009 by and between EDGEWATER SYSTEMS FOR BALANCED LIVING, INC. (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of Lake County Sheriff's Department (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
- Scope of Service. The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall perform the services as outlined in the attached contract with Correct Care Solutions, LLC.
- Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

Danita Johnson Hughes, Ph.D.
Edgewater Systems For Balanced Living, Inc.
1100 W. 6th Avenue
Gary, Indiana 46402

- Term. The contract shall start on January 1, 2009 at 12:01 a.m.

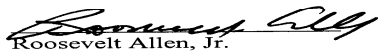
- Compensation. The payment shall be \$26,833.33 per month. Any partial month of service shall be pro rata.

Order #82 ADD Agenda #41A (cont'd)

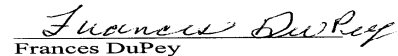
Approved this 17th day of December 2008

Board of Commissioners
Of the County of Lake

Consultant:
Edgewater Systems For Balanced Living, Inc.


Roosevelt Allen, Jr.


Dasita Johnson Hughes, Ph.D.


Frances DuPey

Attest:


Gerry J. Scheub


Peggy Katona
Lake County Auditor

Order #83 ADD Agenda #41B

In the Matter of Board of Commissioners Agreement with Med-Staff, Inc. on behalf of the Lake County Sheriff in the amount of: \$2,000,000.00 for the year 2009 payable at the rate of \$166,666.67 per month, \$2,070,000.00 for the year 2010 payable at the rate of \$172,500.00 per month, \$2,142,450.00 for the year 2011 payable at the rate of \$178,537.50 per month, and \$2,217,435.70 for the year 2012 payable at the rate of \$184,786.31 per month.

DuPey made a motion, seconded by Allen, to approve the agreement with Med-Staff, Inc. for the year 2009, only, on behalf of the Lake County Sheriff in the amount of \$2,000,000.00, payable at the rate of \$166,666.67 per month. Motion passed 3-0.



626 E. 3rd St. • Hobart, IN 46342

Phone (219) 947-7272
(800) 956-8233

Fax (219) 947-0148

Sheriff Roy Dominguez / Lake County Commissioners
2283 North Main St.
Crown Point, In 46307
December 12, 2008

Dear Sheriff Dominguez / Lake County Commissioners:

Reference our conversation regarding the EMT'S becoming a part of Med-Staff Inc. I believe we can save the county around **\$337,262.00** the first year.

At present the county spends approximately **\$480,370.00** yearly in salaries for EMT'S that includes, Federal, State, Medicare Tax, Workmen's Compensation, and health insurance cost.

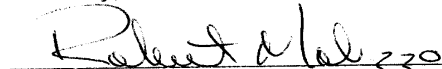
If you take our 2007 bid of **\$1,856,892.00** and add **\$480,370.00** for EMT'S, it would cost the county approximately **\$2,337,262.00** for year ending 2009.


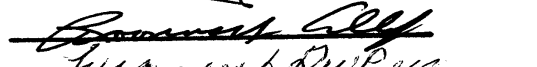
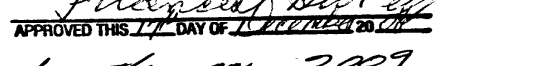
Since we began in June 2007 until November 2008 the county has received credits or cash savings from Med-Staff Inc. of **\$142,742.34** plus the original contract savings of **\$175,000.00** for a total of **\$317,742.34**. Due to changes implemented by Med-Staff Inc, the following cost reductions are difficult to give an exact savings, such as; emergency room visits, hospital admissions, medical lawsuits, ambulatory transportation, pharmacy cost and our "In-House" services like blood draws and IV treatment. The only gauge we have is the Sheriff hasn't had to request an increase in revenue from the County in order to maintain the Medical Department. For that reason we guesstimate an additional **\$300,000.00** has been saved.

After reviewing your request Med-Staff Inc. will include the EMT's in our present contract for **\$2,000,000.00** in 2009. This is a savings to the county of approximately **\$337,262.00** the first year.

We now have a good working relationship with the county and we look forward to working with you in the future. If you should have any questions please contact me at the 219-313-1741 or office 219-947-7272.

Sincerely,


Robert Malizzo, President
Med-Staff Inc.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 17th DAY OF DECEMBER 2008
for the year 2009

Order #84 ADD Agenda #75A

In the Matter of Storm Water Maintenance Bond Acceptance in the amount of \$34,400.00 for Emerald Crossing 1-B.

DuPey made a motion, seconded by Allen, to approve the Storm Water Maintenance Bond Acceptance in the amount of \$34,400.00 for Emerald Crossing 1-B. Motion passed 3-0.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Emerald Crossing 1-B
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$34,400.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #84 ADD Agenda #75B

In the Matter of Storm Water Performance Bond in the amount of \$172,000.00 for Emerald Crossing Unit 1-B.

DuPey made a motion, seconded by Allen, to approve the Storm Water Performance Bond in the amount of \$172,000.00 for Emerald Crossing Unit 1-B. Motion passed 3-0.

RELEASE

WHEREAS, Builder Group LLC has on June 24, 2008 filed a STORMWATER BOND (LOC #215020116-205) issued by First Midwest Bank in the amount of One Hundred Seventy Two Thousand and 00/100 (\$172,000.00) U.S. Dollars for required improvements to **Emerald Crossing 1-B.**

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (LOC #215020116-205) issued by First Midwest Bank in the amount of One Hundred Seventy Two Thousand and 00/100 (\$172,000.00) U.S. Dollars effective this date.

Dated 17th Day of December , 2008

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Emerald Crossing 1-B

WHEREAS, The Lake County Plan Commission and the Lake County Surveyor’s Department, have examined and filed a written report approving subdivision improvements for Emerald Crossing 1-B.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #84 ADD Agenda #77A

In the Matter of Storm Water Maintenance Bond Acceptance in the amount of \$103,200.00 for Emerald Crossing 1-A.

DuPey made a motion, seconded by Allen, to approve the Storm Water Maintenance Bond Acceptance in the amount of \$103,200.00 for Emerald Crossing 1-A. Motion passed 3-0.

ACCEPTANCE

DATE: November 24, 2008
SUBDIVISION: Emerald Crossing 1-A
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$103,200.00

Order #84 ADD Agenda #77A (cont'd)

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

ENTERED IN BOND BOOK NO. ____ AND PAGE NO. _____

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #84 ADD Agenda #77B

In the Matter of Storm Water Performance Bond in the amount of \$516,000.00 for Emerald Crossing Unit 1-A.

DuPey made a motion, seconded by Allen, to approve the Storm Water Performance Bond in the amount of \$516,000.00 for Emerald Crossing Unit 1-A. Motion passed 3-0.

RELEASE

WHEREAS, Builder Group LLC has on June 24, 2008 filed a STORMWATER BOND (LOC #215020116-203) issued by First Midwest Bank in the amount of Five Hundred Sixteen Thousand and 00/100 (\$516,000.00) U.S. Dollars for required improvements to **Emerald Crossing 1-A.**

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (LOC #215020116-203) issued by First Midwest Bank in the amount of Five Hundred Sixteen Thousand and 00/100 (\$516,000.00) U.S. Dollars effective this date.

Dated 17th Day of December, 2008

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Emerald Crossing 1-A

WHEREAS, The Lake County Plan Commission and the Lake County Surveyor's Department, have examined and filed a written report approving subdivision improvements for Emerald Crossing 1-A.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF December, 2008

BOARD OF COMMISSIONER, COUNTY OF LAKE

ROOSEVELT ALLEN, JR, COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #85 ADD Agenda #81F

In the Matter of Lake Hills Fire Department E-9-1-1 Request in the amount of \$17,500.00.

DuPey made a motion, seconded by Allen, to approve Lake Hills Fire Department E-9-1-1 Request in the amount of \$17,500.00. Motion passed 3-0.

Order #86 ADD Agenda #84A

In the Matter of Extend Bid Return Date for Bids for Property and Casualty Insurance for the year 2009 to February 18,2009 prior to 9:30 A.M. in the Lake County Auditor's Office.

DuPey made a motion, seconded by Allen, to extend the bid return date to February 18,2009 prior to 9:30 A.M. in the Lake County Auditor's Office for bids for Property and Casualty Insurance for the year 2009. Motion passed 3-0.

Order #87 ADD Agenda #92A

In the Matter of Letter from City of Hammond Law Department concerning Northcote Bridge Petition.

DuPey made a motion, seconded by Allen, to make a matter of public record the letter from the City of Hammond Law Department concerning Northcote Bridge Petition. Motion passed 3-0.

Order #88 ADD Agenda #98A

In the Matter of L C Board of Commissioners Consulting Contract with Michael Bosch for Attorney Services for the Lake County Coroner for the year 2009 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month.

DuPey made a motion, seconded by Allen, to approve the consulting contract between the L C Board of Commissioners and Michael Bosch for Attorney Services for the Lake County Coroner for the year 2009 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #89 ADD Agenda #98B

In the Matter of L C Board of Commissioners consulting contract with David Gilyan for Attorney Services for the Lake County Sheriff's Merit Board for the year 2009 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month.

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with David Gilyan for Attorney Services for the Lake County Sheriff's Merit Board for the year 2009 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #90 ADD Agenda #98C

In the Matter of L C Board of Commissioners consulting contract with Randy A. Godshalk for Attorney Services for Lake County Community Corrections for the year 2009 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month.

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with Randy A. Godshalk for Attorney Services for Lake County Community Corrections for the year 2009 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #91 ADD Agenda #98D

In the Matter of L C Board of Commissioners consulting contract with Gilbert King, Jr. for Attorney Services concerning Personnel Questions Assigned by Commissioners' Attorney and Grievance Review Board for the year 2009 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with Gilbert King, Jr. for Attorney Services concerning Personnel Questions Assigned by Commissioners' Attorney and Grievance Review Board for the year 2009 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #92 ADD Agenda #98E

In the Matter of L C Board of Commissioners consulting contract with Ron Ostojic for Attorney Services for the Lake County Sheriff's Corrections Board for the year 2009 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per hour.

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with Ron Ostojic for Attorney Services for the Lake County Sheriff's Corrections Board for the year 2009 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #93 ADD Agenda #98F

In the Matter of L C Board of Commissioners consulting contract with George Patrick for Attorney Services concerning Personnel Questions Assigned by Commissioners' Attorney, Insurance Oversight and Insurance Oversight Committee, Personnel Manual, Unemployment Cases (Does Not Include Workmen's Compensation Cases) for the year 2009 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with George Patrick for Attorney Services concerning Personnel Questions Assigned by Commissioners' Attorney, Insurance Oversight and Insurance Oversight Committee, Personnel Manual, Unemployment Cases (Does Not Include Workmen's Compensation Cases) for the year 2009 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR COPY OF ORIGINAL)

Order #94 ADD Agenda #98G

In the Matter of L C Board of Commissioners Service Agreement with Professional Claims Management, Inc. for Administration of Insurance for the period of January 1, 2009 to December 31, 2010 at the same rate as 2008.

Allen made a motion, seconded by DuPey, to approve the Service Agreement between Board of Commissioners of the County of Lake and Professional Claims Management, Inc. for Administration of Insurance for the period of January 1, 2009 to December 31, 2010 at the same rate as 2008. Motion passed 3-0.

Order #94 ADD Agenda #98G (cont'd)

1

SERVICE AGREEMENT

PROFESSIONAL CLAIMS MANAGEMENT, INC., the **Administrator**, will provide services for LAKE COUNTY GOVERNMENT, INDIANA the **Employer**, for the period January 1, 2009 through December 31, 2010.

ARTICLE I: GENERAL SERVICES

The Administrator will:

- 1.1 Provide suitable facilities, personnel, procedures, forms, and instructions for the administration of claims under the Plan Document.
- 1.2 Assist in the preparation of any changes to the Plan Document.
- 1.3 Prepare the descriptive booklets and identification cards.

ARTICLE II: CLAIM SERVICES

The Administrator will:

- 2.1 Determine in accordance with the Plan Document, the qualification of claims submitted, making such investigations as may be necessary.
- 2.2 Make payment of the amount due employees for medical services that qualify under the Plan Document, provided payments have not been assigned.
- 2.3 Coordinate claims where other coverage applies to the same claim, verify eligibility and coverage of all eligible employees and their dependents, and provide assistance on disputed or non-routine claims.
- 2.4 Make payment of claims on drafts authorized by the Employer. Claims paid by the Administrator shall be paid on drafts authorized by the Employer.

ARTICLE III: ACCOUNTING SERVICES AND CONTROLS

- 3.1 The Administrator is the fiduciary in collecting or returning premium or charges for the party with whom it has this written Agreement for administrative services.
- 3.2 Funds collected by the Administrator shall be immediately remitted to the person entitled to the funds or deposited in a fiduciary bank account, which shall be established and maintained by the Administrator in a federally insured or state insured financial institution.
- 3.3 The Administrator shall maintain records clearly showing the deposits and withdrawals from the fiduciary bank account for each party with whom it has this written agreement for administrative services. The Administrator shall furnish to the party, upon his request, copies of the required records.

(Lake County Service Agreement 09 to 10)120908:II

2

- 3.4 Withdrawals from the fiduciary bank account shall only be made for the following:
 - a. Remittance of group insurance premiums to providers authorized by the group policyholder.
 - b. Deposit in an account maintained in the name of the party with whom the Administrator has a written agreement.
 - c. Payment to a group policyholder for remittance to the insurer entitled to the funds.
 - d. Payment to the Administrator for its commission, fees, or charges.
 - e. Remittance of return premiums to the person entitled to the funds.
 - f. All claims paid by the Administrator from funds collected on behalf of the Employer shall only be paid on drafts or checks authorized by the Employer.
- 3.5 The Administrator may not pay any claim with money withdrawn from a fiduciary account established under subsection (3.2) in which premiums or charges are deposited.
- 3.6 The Administrator will submit to the Employer monthly claims reports and provide claim cost control information.
- 3.7 The Compensation of Administrator: when the Administrator adjusts or settles claims under a policy, the Administrator's compensation for that policy may not be contingent on claim experience. However, the compensation for an Administrator may be based on premiums or charges collected or on the number of claims paid or processed.
- 3.8 As the Administrator that is licensed by the State of Indiana, we shall notify the Commissioner of Insurance of the State of Indiana (hereinafter commissioner) of material change in:
 - a. The ownership or control of the corporation; or
 - b. Any other fact or circumstance that affects the Administrator's qualification for a license.

The commissioner, upon receiving said notice, shall report the change to the electronic database maintained by the NAIC, an affiliate, or a subsidiary of the NAIC.
- 3.9 The Employer that uses the services of the Administrator has the sole responsibility for the competent administration of benefit programs provided by the Employer.
- 3.10 If the Administrator administers benefits for more than one hundred (100) covered individuals on behalf of the Employer, the Employer shall not less than semi-annually review the operations of the Administrator. At least one (1) of the semi-annual reviews must be an onsite audit of the operations of the Administrator.

ARTICLE IV: ADMINISTRATIVE SERVICES

- 4.1 This written Agreement between the Administrator and the insurer, Employer, employee group, or any other group must be retained by both parties as part of their official records for a period of not less than five (5) year after the termination of the Agreement.

(Lake County Service Agreement 09 to 10)120908:II

Order #94 ADD Agenda #98G (cont'd)

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- 4.2 The Administrator or Employer may, with written notice, terminate a written agreement for cause as provided in the written Agreement. The Employer may suspend the underwriting authority of the Administrator during the pendency of a dispute regarding the cause of termination of the written Agreement. The Employer shall fulfill lawful obligations with respect to coverage affected by the written Agreement, regardless of the dispute.
- 4.3 The Administrator may not enter into an agreement or understanding with an Employer if the effect of the agreement or understanding is to make the amount of a Commission, Fee, or Charge, that is payable to the Administrator contingent on savings effected in the adjustment, settlement, and payment of losses covered by the Employer's obligations.
- This does not prevent the Administrator from receiving performance-based compensation for providing hospital auditing services or other auditing services.
- 4.4 The Administrator with a written agreement with the Employer shall provide written notice, which must first be approved by the Employer, to covered persons advising them of the relationship among the Administrator, the covered person, and the Employer.
- 4.5 When the Administrator collects premiums or charges, the Administrator shall state separately the amount of any premium or charge for coverage specified by the Employer to the person paying the premium or charge. Additional charges may not be made for a service to the extent that the charge for the service has been paid by the Employer.
- 4.6 If a policy is issued to a trustee, a copy of the trust agreement and all amendments to it must be:
- Furnished by the Administrator to the insurer, Employer, employee group, or any other group with which it holds a contract; and
 - Retained as part of the official records of the Administrator for a period of not less than five (5) years after the termination of the trust.
- 4.7 Provisions concerning the standard of underwriting required by the Employer are outlined in the most current Plan Document and Summary Plan Description Booklet.
- 4.8 Books and Records:
- For the duration of the Agreement and for five (5) years after the termination of the Agreement, the Administrator or successor Administrator shall maintain at its principal administrative office books and records of all transactions between it, insurers, Employers, employee group, or any other group using the services of the Administrator. The books and records must be maintained in accordance with generally accepted standards of insurance bookkeeping.
 - The commissioner is entitled to inspect all books and records of the Administrator for the purpose of examinations and audits. Trade secrets contained within those books and records, including the identity and addresses of policyholders and certificate holders, financial information concerning the Administrator and the business plan of the Administrator, are to remain confidential. However, the commissioner may use that confidential information in proceedings instituted against the Administrator.

(Lake County Service Agreement 09 to 10)120908.11

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- The Employer is the owner of records that:
 - Are generated by the Administrator with which in Employer has entered into a written agreement under the state statutes; and
 - Pertain to the Employer.

However, the Administrator retains the right to continue access to the books and records necessary to fulfill the Administrator's contractual obligations to covered individuals, claimants, and the Employer.
 - The Administrator that is licensed under state statute shall make available for inspection by the commissioner copies of written agreements with the Employer.
 - The Administrator that is licensed under the state statute shall:
 - Produce the Administrator's accounts, records and files for examination,
 - Make the Administrator's officers available to provide information concerning the affairs of the Administrator,

Whenever reasonably required by the commissioner.
 - The Administrator may transfer the books and records of transactions between the Administrator and the Employer with which the Administrator has entered into a written agreement under state statute to a new Administrator if:
 - The Agreement between the Administrator and the Employer is canceled; and
 - A written agreement for a transfer of the books and records is made between the Administrator and the Employer.

If the books and records are transferred to a new Administrator under state statute, the new Administrator shall acknowledge in writing that the new Administrator is responsible for retaining the books and records of the prior Administrator as required by state statute. The books and records must be maintained in accordance with generally accepted standards of insurance record keeping.
- 4.9 Any insurer, Employer, employee group, or any other group using the services of the Administrator is entitled to inspect the books and records of the Administrator to the extent necessary for it to fulfill all of its contractual obligations to insured or covered persons. The right of the insurer, Employer, employee group, or other group using the services of the Administrator under this subsection is subject to any restrictions contained in the written Agreement between such party and Administrator.
- 4.10 Policies, certificates, booklets, termination notices, or other written communications delivered by the Employer to the Administrator for delivery to its policyholders shall be delivered by the Administrator promptly after receipt of instructions from the Employer to do so.

(Lake County Service Agreement 09 to 10)120908.11

Order #94 ADD Agenda #98G (cont'd)

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- 4.11 The Administrator will:
- a. Continue supervision of benefits with review and evaluation of the fund plan and the renewal requirements.
 - b. Market and place excess Stop-Loss Coverage, Life, AD&D Insurance Coverage, Dental Insurance Coverage, Vision Insurance Coverage, and any other Insurance Coverage pertaining to employee benefits.
 - c. Advise the Employer as to trends in employee benefits and advise on any new employee benefit being considered.
 - d. Disclose to the Employer any charges, fees, or commissions received by the Administrator in connection with the provision of administrative services for the Employer, including fees or commissions paid by Employer that provide reinsurance.
 - e. If the Employer uses the services of the Administrator, the Employer is responsible for determining the benefits, premium rates, underwriting criteria and claims payment procedures that apply to the coverage and securing reinsurance.
- 4.12 Administrator will not be liable or responsible for payment of any Federal, State, or Local taxes on premiums, which may be levied during the period of this Agreement.
- 4.13 For and in consideration of Administrator providing the services under this Agreement, which services include advising the Employer as to trends in employee benefits and advise on any new employee benefit being considered, which advise serves as a benefit to Employer to assist Employer in reducing the costs of Employer's insurance plan and help to avoid claims against Employer's insurance plan; Employer does now, on behalf of itself and its successor or successors-in-interest and assigns, release, indemnify, protect, save, hold harmless and forever discharge Administrator from and of any claims, demands, damages, actions, causes of action, expenses or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done arising out of the administration and handling of any claims under the Plan Document.

ARTICLE X: PRICING AND PAYMENT

- 5.1 The Employer or its designee shall pay the fees, in accordance with the attached Service Agreement Addendum, to Administrator. All payments shall be made by the tenth (10th) of the month following the month for which the fee applies and shall include documentation indicating the number of Subscribers accessing each product.
- 5.2 The claim service fee (exclusive of stop loss insurance charges) is estimated for claims related services. The actual charge is determined by the multiplication of the number of employees covered each month times the monthly claim service rate.

ARTICLE VI: CONFIDENTIALITY

- 6.1 All data, information, and records obtained during the course of treatment of Covered Persons or in connection with administration of the Products are privileged and confidential. All patient-identifiable information shall be kept confidential and not be disclosed to any third party, without the prior written consent of the Covered Person, to the extent required by law.

(Lake County Service Agreement 09 to 10)120908.II

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- 6.2 Employer shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the group health plan in accordance with HIPAA Final Security Rule, 45CFR Parts 160, 162, and 164, Department of Health and Human Services. The Employer shall report to Administrator any security incident of which it becomes aware.
- 6.3 Except as required by law, and for the purposes of carrying out the Agreement, Administrator and Employer shall keep confidential any information regarding the other's business activities, which is not otherwise available to the general public. This includes, but not limited to, contracts, rates and methodology, administrative manual (s) and any other operations manuals. Administrator agrees that its employees, agents, independent contractors, or other persons or entities over which Administrator has control, will not disclose or use any such information or materials for any reason other than performance of its duties under this Agreement.
- 6.4 This Article shall survive termination of the Agreement.

ARTICLE VII: TERM AND TERMINATION

- 7.1 The initial term of the Agreement shall begin at 12:01 am on the Effective Date and continue for twenty-four (24) months and thereafter will be renewed for successive twenty-four (24) month periods, unless otherwise terminated in accordance with the terms and conditions of this Agreement.
- 7.2 Either party may terminate the Agreement at the end of the initial term or at any renewal thereafter, by giving ninety (90) days prior written notice to the other party.
- 7.3 If either party fails to comply with, or perform when due, any term or condition of the Agreement the other party shall notify the defaulting party of its default in writing and the defaulting party shall have thirty (30) days to cure the default. If the default is not cured within thirty (30) days, the non-defaulting party may then declare, in writing and without further notice, that the Agreement is terminated.
- 7.4 The Agreement shall terminate immediately, upon written notice by either party, in the event of passage of a law, promulgation of a regulation or action or investigation by any regulatory body which would prohibit or materially and/or adversely affect the Agreement, the relationship between the parties, or the operations of either party with regard to the subject of the Agreement.
- 7.5 Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the date of such termination.
- 7.6 In the event of cancellation of this Agreement to perform these services, the Administrator will continue to handle pending incurred claims on the following terms: after the plan termination date, the Administrator will receive ninety (90) percent of the monthly fees and services for the first thirty (30) days and sixty (60) percent of the monthly fees and services for the next sixty (60) days. After ninety (90) days, the files will be returned to the Employer. The fees and services include the claim service fee and services on the attached "Service Agreement Addendum" i.e. billing fee, HIPAA, etc.

(Lake County Service Agreement 09 to 10)120908.II

Order #94 ADD Agenda #98G (cont'd)

ARTICLE VIII: DISPUTE RESOLUTION

- 8.1 **Negotiation.** If there is any claim or dispute between the parties arising out of the interpretation of or performance under this Agreement, including, but not limited to the construction or application of any term, covenant, or condition of this Agreement, or any claim arising out of or relating to this Agreement which cannot be resolved by informal discussions between the appropriate representatives of the parties, formal negotiation may be initiated by either party by sending written notice of the description of the dispute to the other party by certified or registered mail or hand delivery. This description shall explain the nature of the dispute in detail and set forth a proposed solution to the problem, including a specific time frame in which the parties must act. The party receiving the letter must respond in writing within fifteen (15) business days with an explanation of its position and a response to the proposed solution. Within fifteen (15) business days of receipt of this response, principals of both parties, who have the authority to settle the dispute, must meet at an informal meeting to discuss resolution of the dispute. The initiating party must initiate scheduling of this negotiation session by a written request for such meeting(s).
- 8.2 **Arbitration.** If a dispute arising out of this Agreement cannot be resolved through formal negotiation, the dispute must be arbitrated according to the Commercial Arbitration Rules of the American Arbitration Association. The dispute shall be settled in accordance with the Agreement and the substantive laws of the State of Indiana. It shall take place in a mutually acceptable location and the result shall be binding on both parties. The cost of the arbitration shall be borne equally by both parties.

This Agreement entered into this ___ day of _____ 20__ between LAKE COUNTY GOVERNMENT, INDIANA and PROFESSIONAL CLAIMS MANAGEMENT, INC.

ACCEPTED AND AGREED:

PROFESSIONAL CLAIMS
MANAGEMENT, INC
BY David J. Baker
David J. Baker, President
DATE 12/10/08

LAKE COUNTY GOVERNMENT, INDIANA
BY _____
DATE _____
BY James Scheibel
DATE 12/10/08
BY James Scheibel
APPROVED THIS 11th DAY OF December 20 08
DATE _____

SERVICE AGREEMENT ADDENDUM

Payment Schedule for the Agreement between Professional Claims Management and Lake County Government, Indiana

Product	Fees (per employee per month)
Administration of the Medical, Dental, Vision, and Disability Income Program	\$10.35
Administration of Hospitalization Preauthorization/Utilization Review Program	\$2.25
Administration of COBRA, HIPAA, and Medicare Part D Subsidy Program	\$.65
Provide Payment for First Health PPO Network Discount Program*	\$5.25*
Administration of the Medical Cost Management Program	\$100/hour, as needed
Administration of the claims adjudication and related services for the Worker's Compensation Program	\$2.25

*Fee may be subject to change if Employer decides on a new PPO provider.
 Printing charges to the client will be the cost of printing plus a 15% service fee.
 Postage charges will be billed to the client on a monthly basis.
 Administrator will determine claim payments for the Employer and send the Employer an Explanation of Benefits for each claim. The client will pay the claims from a designated trust account.
 The Employer agrees to save Administrator harmless and indemnified against claims, loss, damages, liability, cost and expenses arising out of any action or failure to act unless due to negligence or willful misconduct of breach of this Agreement of Administrator.
 The plan of benefits provided under Employer's Plan, by the insurance companies, HMO and PPOs shall be provided to Administrator by the Employer.
 This Agreement shall continue for twenty-four (24) months after the effective date. This term shall be renewed every two-years, either party shall give written notice of intention not to renew to the other at least ninety (90) days prior to the expiration of the then current two (2) year term.

(Continued on next page)

Order #94 ADD Agenda #98G (cont'd)

This Agreement is the entire Agreement between the parties concerning the subject matter hereof, and no representations, inducements, or promises, oral or otherwise, not embodied herein shall be of any force or effect.

This Agreement entered into this 17th day of December 2008 between LAKE COUNTY GOVERNMENT, INDIANA and PROFESSIONAL CLAIMS MANAGEMENT, INC.

ACCEPTED AND AGREED:

PROFESSIONAL CLAIMS MANAGEMENT, INC.

BY David J. Baker
David J. Baker, President

DATE 12/10/08

LAKE COUNTY GOVERNMENT, INDIANA

BY _____

DATE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Henry Schenk

BY Thomas R. Rubin

DATE 11/20/08

APPROVED THIS 17th DAY OF December 20 08

BY _____

DATE _____

End of Document

Order #95 ADD Agenda #98H

In the Matter of L C Board of Commissioners consulting contract with Accurate Sates & Consultants, Inc. for Technical Assistance on Public Works Projects for the year 2009 in an amount not to exceed \$50,000.00 at the rate of \$75.00 per hour.

DuPey made a motion, seconded by Allen, to approve this contract, but not as an exclusive contract, with Accurate Sates & Consultants, Inc. for Technical Assistance on Public Works Projects for the year 2009 in an amount not to exceed \$50,000.00 at the rate of \$75.00 per hour. Motion passed 3-0.

Order #95 ADD Agenda #98H (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 17th day of December, 20 08 effective from January 1, 2009 to December 31, 2009 by and between Accurate Sales & Consultants, Inc., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Provide technical assistance to the Board of Commissioners on any Public Works project other than those for Highway Department.
 - B. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Fifty Thousand Dollars for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 - A. Compensation shall be at the rate of \$75.00 per hour.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the

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County and the Consultant, shall be incorporated in a written amendment to this agreement.

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be

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Order #95 ADD Agenda #98H (cont'd)

employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

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- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

16. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

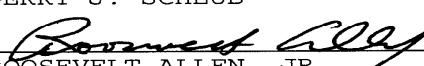
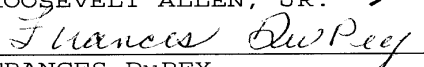
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE 2293 NORTH MAIN STREET CROWN POINT, IN 46307 (219) 755-3200	Accurate Sales & Consultants, Inc. 2032 Ashbury Lane Schererville, IN 46375 (219) 864-4800 Fax: (219) 864-4800
--	--

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.

FRANCES DUPEY

CONSULTANT

BETH A. CULLOM

ATTEST:

PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #96 ADD Agenda #98I

In the Matter of L C Board of Commissioners consulting contract with J.M. Bennett Associates, Inc. for the year 2009 in an amount not to exceed \$35,000.00 at the rate \$100.00 per hour (50% payable out of the Commissioners Budget and 50% payable out of E911 Budget).

DuPey made a motion, seconded by Allen, to approve the L C Board of Commissioners consulting contract with J.M. Bennett Associates, Inc. for the year 2009 in an amount not to exceed \$35,000.00 at the rate \$100.00 per hour (50% payable out of the Commissioners Budget and 50% payable out of E911 Budget). Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #97 ADD Agenda #98J

In the Matter of Publication of Notice for Lake County Emergency Management Agency Director Position.

Allen made a motion, seconded by DuPey, to approve the Publication of Notice for Lake County Emergency Management Agency Director Position and ordered same for interested parties to return their resumes by January 21, 2009, in the Lake County Auditor's Office. Motion passed 3-0.

FOR IMMEDIATE RELEASE

The Lake County Board of Commissioners and the Lake County Homeland Security/Emergency Management Advisory Board are seeking applicants for the position of director. The results of a previous search proved inconclusive.

Among the position's duties is being responsible for coordinating and/or preparing plans for all operational emergency with support functions for the County's Emergency Response Plan. The executive director coordinates emergency response activities of state, county and municipal authorities and works with media, businesses and public agencies to develop public information and educational programs. The position also plans and/or ensures that all training programs are in compliance with state and federal regulations

The position's requirements include experience in management, organization, and the ability to plan, direct and coordinate the work of subordinates. Considerable knowledge and/or experience with emergency management procedures and practices is required. Candidates should have demonstrated and effective administration skills including budget, computer and grant-writing skills. A College degree is preferred.

The position requires both office and on-site duties. Candidates should possess a valid driver's license and must be able to perform tasks which could require heavy lifting and working in extreme weather conditions.

The position will pay approximately \$40,300 per year.

Applicants should provide an in-depth cover letter and resume, explaining and defining qualifications and experience. Applicants should submit these documents in a sealed envelope marked "Homeland Security Director" to the Lake County Auditors Office, 2293 N. Main Street, Crown Point, IN 46307 by no later than January 6, 2009 (postmarked date).

Applicants seeking more information about the position should contact the County's Human Resources Consultant at 218 853-9782.

Order #98 ADD Agenda #79A

In the Matter of Board of Commissioners Consulting Contract with Donald Guernsey on behalf of the Lake County Recorder for the year 2009 for Addendum A – Equipment Repair & Warranty Services in an amount not to exceed \$3,500.00 per month, Addendum B – Archival Scanning Services in the amount of .75 cents per page for old book scanning and .25 cents per instrument for indexing, Addendum C – Data Software Development & Other Services in an amount not to exceed \$53,125.00 payable at the rate of \$125.00 per hour at a maximum of 425 hours, and Addendum D – CD Creation Services in the amount of \$6.00 each.

Order #98 ADD Agenda #79A (cont'd)

DuPey made a motion, seconded by Allen, to approve this contract as amended from \$125.00 per hour to \$90.00 per hour, the consulting contract between Donald Guernsey and the Lake County Recorder for the year 2009 for Addendum A – Equipment Repair & Warranty Services in an amount not to exceed \$3,500.00 per month, Addendum B – Archival Scanning Services in the amount of .75 cents per page for old book scanning and .25 cents per instrument for indexing, Addendum C – Data Software Development & Other Services in an amount not to exceed \$53,125.00 payable at the rate of \$125.00 per hour at a maximum of 425 hours, and Addendum D – CD Creation Services in the amount of \$6.00 each. If not accepted by the L C Recorder, they must re-appear. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #99 ADD Agenda #98K

In the Matter of Lake County Treasurer request to open the Crown Point and Hammond Treasurer's Offices on December 31, 2008 between the hours of 8:00 A.M. to 1:00 P.M.

DuPey made a motion, seconded by Allen, to approve the request of the L C Treasurer to have the Crown Point and Hammond Treasurer's Offices open on December 31, 2008 between the hours of 8:00 A.M. to 1:00 P.M. Motion passed 3-0.

Order #100 ADD Agenda #98L

In the Matter of Resolution No. 08-12, Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving the Issuance of a Second Series of Tax Anticipation Warrants for 2008.

Allen made a motion, seconded by DuPey, to approve the Resolution No. 08-12, Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving the Issuance of a Second Series of Tax Anticipation Warrants for 2008. Motion passed 3-0.

RESOLUTION NO. 08-12

COUNTY OF LAKE, INDIANA

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, APPROVING THE ISSUANCE OF A SECOND SERIES OF TAX ANTICIPATION WARRANTS FOR 2008

WHEREAS, on December 17, 2008, the Lake County Council adopted an ordinance (the "Ordinance") authorizing the issuance of tax anticipation warrants (the "Warrants") in principal amounts not to exceed: (i) \$44,000,000 for the General Fund of Lake County (the "County"); and (ii) \$30,000,000 for the Family and Children's Services Fund of the County; in each case for the purpose of paying expenses which must be met prior to the receipt of the December settlement and distribution of taxes payable in 2009; and

WHEREAS, the Board of Commissioners of the County (the "Board") desires to approve the issuance of the Warrants.

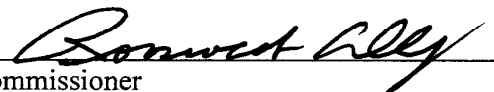
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, that the issuance of the Warrants, pursuant to the terms and conditions set forth in the Ordinance, are hereby approved, and that each member of the Board is authorized to take such actions as are necessary to issue the Warrants.

Adopted this 17th day of December, 2008.

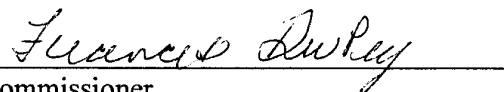
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA



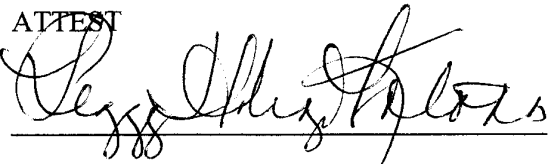
Commissioner



Commissioner



Commissioner

ATTEST


Order #100 ADD Agenda #98M

In the Matter of Resolution No. 08-13, Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving the Issuance of a First Series of Tax Anticipation Warrants for 2009.

Allen made a motion, seconded by DuPey, to approve Resolution No. 08-13, Resolution of the Board of Commissioners of the County of Lake, Indiana, Approving the Issuance of a First Series of Tax Anticipation Warrants for 2009. Motion passed 3-0.

RESOLUTION NO. 08-13
COUNTY OF LAKE, INDIANA

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, APPROVING THE ISSUANCE OF A FIRST SERIES OF TAX ANTICIPATION WARRANTS FOR 2009

WHEREAS, on December 17, 2008, the Lake County Council adopted Ordinance No. 1306I (the "Ordinance") authorizing the issuance of tax anticipation warrants (the "Warrants") in principal amounts not to exceed \$80,000,000 for the General Fund of Lake County (the "County"), for the purpose of paying expenses which must be met prior to the receipt of the December settlement and distribution of taxes payable in 2009; and

WHEREAS, the Board of Commissioners of the County (the "Board") desires to approve the issuance of the Warrants.

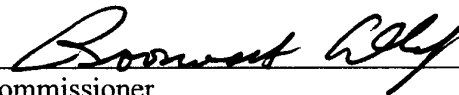
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, that the issuance of the Warrants, pursuant to the terms and conditions set forth in the Ordinance, are hereby approved, and that each member of the Board is authorized to take such actions as are necessary to issue the Warrants.

Adopted this 17th day of December, 2008.

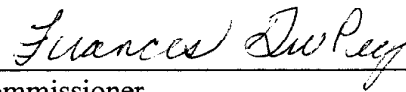
BOARD OF COMMISSIONERS OF THE
COUNTY OF LAKE, INDIANA



Commissioner

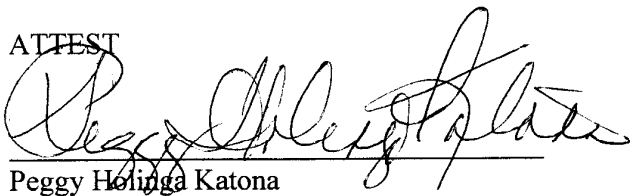


Commissioner



Commissioner

ATTEST


Peggy Holmgren Katona
Auditor of Lake County

776746v1

Order #101 ADD Agenda #15

In the Matter of Should Read Phase I.

DuPey made a motion, seconded by Allen, to amend Item #15 – L C Highway – Request for selection of a consulting engineering firm to provide construction engineering services for 45th Avenue Phase I, Colfax to Cleveland. Motion passed 3-0. (Motion for approval is Order #8)

Order #102 ADD Agenda #55 & #56

In the Matter of Extend Proposals Return Date to January 21, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by DuPey, to approve Agenda Items #55 and #56 for proposals to be returned on January 21, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0. (Motion made first in Order #36)

Order #103 ADD Agenda #86-88

In the Matter of Should Read Fifteen (15%) Percent.

Allen made a motion, seconded by DuPey, to correct the percentage from reading 10% to read 15% for Items #86, 87, & 88. Motion passed 3-0. (Motion made first in Order #61).

Order #104 Agenda #105

In the Matter of L. C. Council Ordinance No 1305E – Ordinance Authorizing Tax Levies for Lake County for 2009.

Allen made a motion, seconded by DuPey, to approve the L. C. Council Ordinance No 1305E – Ordinance Authorizing Tax Levies for Lake County for 2009. Motion passed 3-0.

ORDINANCE NO. 1305E

ORDINANCE AUTHORIZING TAX LEVIES FOR LAKE COUNTY FOR 2009

WHEREAS, pursuant to Indiana State Law and existing guidelines, tax levies not rates are to be frozen; and,

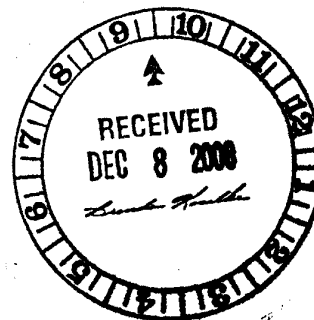
WHEREAS, only estimated valuations are available at this time, which will cause fluctuations in the tax rates.

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

SECTION I. That it is the intent of the Lake County Council to approve tax levies for the purpose of supporting 2009 Budgets as stated on the Form 4B.

SECTION II. That as soon as the assessed valuations have been determined tax rates shall adjust to support the levies approved this day.

DATED THIS 25th day of NOVEMBER, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Board of Commissioners of the County of Lake

Lucas DuPey
APPROVED THIS 17th DAY OF December, 2008

Order #105 Agenda #105

In the Matter of L. C. Council Ordinance No 1305F – Ordinance for Appropriations and Tax Rates.

Allen made a motion, seconded by DuPey, to approve L. C. Council Ordinance No 1305F – Ordinance for Appropriations and Tax Rates. Motion passed 3-0.

Prescribed by State Board of Accounts

ORDINANCE NO. 1305F

ORDINANCE FOR APPROPRIATIONS AND TAX RATES

Budget Form 4 (Rev. 199

Be it Ordained by the County, City or Town of LAKE COUNTY, Indiana: That for the expenses of the County, City or Town government and its institutions for the year ending December 31, 2009, the sums of money shown on Budget Form 4-A are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition for the purpose of raising revenue to meet the necessary expense of county, city or town government, tax rates are shown on Budget Form 4-B and included herein. Two (2) copies of Budget Forms 4-A and 4-B for all funds and departments are made a part of the budget report and submitted herewith.

APPROVED BY:

COUNTY COUNCIL

Presented to the County Council of LAKE COUNTY, Indiana, and read in full for the first time this 21st day of AUGUST, 2008.

President County Council

Attest: [Signature] County Auditor/Clerk of County Council

Presented to the County Council of LAKE COUNTY, Indiana, and read in full for the second time, and adopted, this NOVEMBER 25, 2008, by the following vote:

Yes _____ No _____

COMMON COUNCIL

This ordinance shall be in full force and effect from and after its passage and approval by the Common Council and Mayor. Adopted by the following vote on _____, 19__.

Yes _____ No _____

TOWN COUNCIL

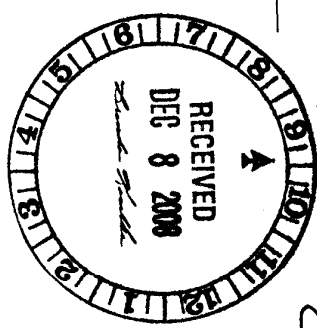
This ordinance shall be in full force and effect from and after its passage and approval by the Town Council. Adopted with the following vote on _____, 19__.

Yes _____ No _____

[Signatures of County Council Members]

[Signatures of Common Council Members]

[Signatures of Town Council Members]



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE [Signature]

APPROVED THIS 17th DAY OF December 2008

Order #106 Agenda #105

In the Matter of L. C. Council Ordinance No 1305G – Lake County 2009 Salary Ordinance.

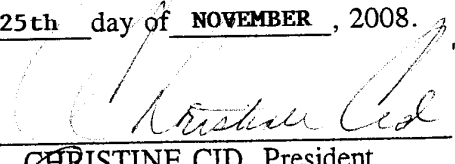
Allen made a motion, seconded by DuPey, to approve L. C. Council Ordinance No 1305G – Lake County 2009 Salary Ordinance. Motion passed 3-0.

ORDINANCE NO. 1305G

LAKE COUNTY 2009 SALARY ORDINANCE

BE IT ORDAINED by the Lake County Council of Lake County, Indiana, that the attached Form No. 144, computer printout, salaries and wages for officers and employees for the year 2009 showing the amounts that were required and amounts recommended by the Lake County Council have been approved: (H.I.)

SO ORDAINED THIS 25th day of NOVEMBER, 2008.


CHRISTINE CID, President

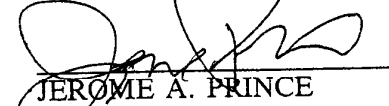

LARRY BLANCHARD


THOMAS O'DONNELL

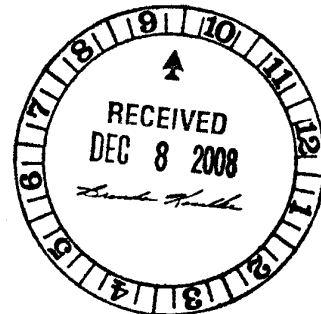

TED F. BILSKI

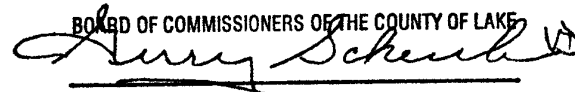

ERNIE DILLON

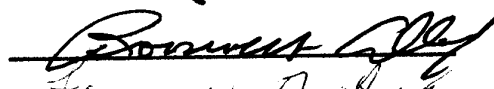

ELSIE FRANKLIN


JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




APPROVED THIS 17th DAY OF December 2008

Order #107 Agenda #105

In the Matter of L. C. Council Ordinance No. 1305H – Lake County Longevity Ordinance for 2009.

Allen made a motion, seconded by DuPey, to approve L. C. Council Ordinance No. 1305H – Lake County Longevity Ordinance for 2009. Motion passed 3-0.

Order #107 Agenda #105 (cont'd)

ORDINANCE NO. 1305H

**LAKE COUNTY
LONGEVITY ORDINANCE FOR 2009**

WHEREAS, the Lake County Council has determined that it is in the best interest of the employees of Lake County that a scheduled longevity pay be established.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the schedule of longevity pay listed below be adopted for all elected officials, all full-time county employees and all part-time county employees working at least 20 hours per week.

The total amount of longevity pay shall be paid in the fourth quarter of the year and shall be calculated as follows:

1. For full-time employment add the aggregate number of years completed as of December 31, 2008.
2. For part-time employees add the consecutive years completed as of December 31, 2008. Prior years shall not count unless they are consecutive as of December 31, 2008.
3. For former part-time employees who are hired as full-time employees, the years completed as prior part-time employees shall not count towards calculating longevity pay. This includes part-time employment which is consecutive with full-time employment.

<u>Years Completed</u>	<u>Amount</u>
5 Years	\$ 220.00
10 Years	320.00
15 Years	440.00
20 Years	620.00
25 Years	920.00
30 Years and over	1220.00
(Lake County Code Sec. 32.027 LONGEVITY)	

DULY ADOPTED THIS 25th DAY OF NOVEMBER, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Henry Schuch
Barrett Alley
Francis Dewey
APPROVED THIS 12 DAY OF December, 2008

Order #107 Agenda #105

In the Matter of L. C. Council Ordinance No. 13051 – Lake County Sheriff Uniform Clothing Allowance Ordinance for 2009.

Allen made a motion, seconded by DuPey, to approve L. C. Council Ordinance No. 13051 – Lake County Sheriff Uniform Clothing Allowance Ordinance for 2009. Motion passed 3-0.

ORDINANCE NO. 13051

**LAKE COUNTY SHERIFF UNIFORM
CLOTHING ALLOWANCE ORDINANCE FOR 2009**

WHEREAS, the Lake County Council desires that all full-time Deputy Sheriffs, correctional officers, work release custody officers and court security officers be given a yearly allowance to purchase uniforms to wear while on duty.

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

- SECTION I. Full-time deputy sheriffs shall receive an annual uniform clothing allowance of \$1300.00, the Lake County Sheriff shall not receive a clothing allowance;
- SECTION II. Full-time correctional officers shall receive an annual uniform clothing allowance of \$700.00;
- SECTION III. Full-Time work release custody officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION IV. Full-time court security officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION V. That such clothing allowance shall be paid on or before the 1st day of December, of each calendar year, beginning on or before the 1st day of December, 2008, for the calendar year of 2009.
- SECTION VI. This Ordinance shall be in full force and effect from and after the date of its passage according to law.

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,
State of Indiana, this 25th day of NOVEMBER, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Harry Schuch

Frances DuPey

APPROVED THIS 17th DAY OF December 2008

Order #107 Agenda #105

In the Matter of L C Council Ordinance No. 1305J – Per Diem Expense Ordinance for 2009.

Allen made a motion, seconded by DuPeay, to approve L C Council Ordinance No. 1305J – Per Diem Expense Ordinance for 2009. Motion passed 3-0.

ORDINANCE NO. 1305J

PER DIEM EXPENSE ORDINANCE FOR 2009

WHEREAS, the Lake County Council desires to establish a per diem expense schedule for County officials, department heads, and Lake County Agencies and their employees who travel on County business.

NOW, THEREFORE, let it be ordained by the Lake County Council that the schedule for per diem expenses for County officials, department heads and Lake County Agencies and their employees who travel on County business shall be as follows:

- | | | |
|----|-----------|---------|
| 1. | Breakfast | \$10.00 |
| 2. | Lunch | \$15.00 |
| 3. | Dinner | \$25.00 |



SO ORDAINED THIS 25th day of NOVEMBER, 2008.

Christine Cid

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE VT

Harry Schuch

Frances DePeay

APPROVED THIS 17th DAY OF December 20 08

Order #107 Agenda #105

In the Matter of L C Council Ordinance No 1306D – Lake County Mileage Rate Ordinance for 2009.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No 1306D – Lake County Mileage Rate Ordinance for 2009. Motion passed 3-0.

ORDINANCE NO. 1306D

LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2009

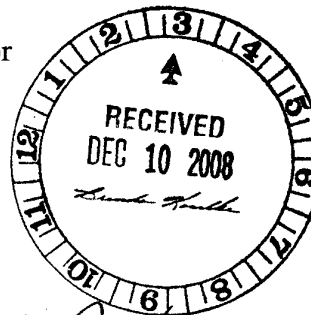
WHEREAS, the Lake County Council establishes the mileage rate for County employees entitled to expenses for use of their vehicles; and

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

WHEREAS, the Federal mileage rate established for the year 2009 is 55 cents per mile.

NOW, THEREFORE, LET IT BE ORDAINED AS follows that the Lake County Council does hereby establish the rate of fifty-five (55) cents per mile for County employees entitled to receive mileage expenses for use of their vehicles.

SO ORDAINED this 9th day of DECEMBER, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Burr Schenk

Frances DuPey

APPROVED THIS 17th DAY OF December 20 08

Order #107 Agenda #105

In the Matter of L C Council Ordinance No 1306E – Lake County Part-Time Employees Pay Rate Ordinance for 2009.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No 1306E – Lake County Part-Time Employees Pay Rate Ordinance for 2009. Motion passed 3-0.

Order #107 Agenda #105 (cont'd)

ORDINANCE NO. 1306E

LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2009

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

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

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

- SECTION I. A part-time employee is a person who works a portion of the regular daily or monthly schedule, or is not assigned to fill a permanent position created by the Lake County Council, or State or Federal Law.
- SECTION II. All part-time employees not covered by the following list shall be paid a minimum rate of \$6.55 per hour from July 24, 2008 to July 24, 2009, after July 24, 2009 the minimum rate is \$7.25 per hour except that part-time employees designated by an individual officeholder or department head as **semi-professional** may be paid a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals.
- SECTION III. Notwithstanding Section II, the following apply for part-time and hourly named people, at the discretion of the officeholders:
- | | |
|---|-------------|
| 1. Surveyor (part-time) | \$15.00/hr. |
| 2. North, Calumet and St. John Twp. Assessor, Auditor positions | 25.00/hr. |
| 3. St. John Twp. Ass'r. (plat book engr.) | 30.00/hr. |
| 4. Juvenile Ct. (registered nurse) | 9.00/hr. |

- | | |
|---|------------------------|
| 5. a. Ass't Attys. on contract with the Lake County Council, Lake County Board of Commissioners, Superior or County Courts, or any other dept. of County Government (This section does not apply to salaried attorneys hired under a position established by the Lake County Council, or attorneys who contract at a different rate approved by the Lake County Council and the Lake County Board of Commissioners) | 90.00/hr. |
| b. Attorneys for the Lake County Council or Lake County Board of Commissioners, who are employed as local bond counsel for Lake County, Indiana | 150.00/hr. |
| 6. Co. employed Medical Doctors & Dentists | 75.00/hr. |
| 7. Prosecutor's Office: | |
| a. Deputy Prosecutors | 6.55 - 20.00/hr. |
| b. Adult Protective Services Invest. | 6.55 - 12.00/hr. |
| c. Semi-prof. law clerks, paralegals, all other investigators | 6.55--10.00/hr. |
| d. Secretary | 6.55--10.00/hr. |
| e. Administrative Personnel | 10.00-15.00/hr. |
| 8. Health Dept. | |
| a. Clerk | 10.00-12.75/hr. |
| b. Special Projects Coordinator | 15.00/hr. |
| c. LHMF Pool & Beach Monitor/Lab Technician | 9.50/hr. |
| d. Seasonal Vector Control Technician | 8.00-12.50/hr. |
| 9. Parks & Rec. | |
| a. Skilled craft: | 6.55 - 14.00/hr. |
| Painter | at .15 cent increments |
| Mechanic | |
| Equipment Operator | |
| Carpenter | |
| Groundskeeper | |
| Electrician | |
| b. Technical: | 6.55 - 14.00/hr. |
| Bookkeeper | at .15 cent increments |
| Interpretive Educator | |
| CAD Operator | |
| Computer Operator/Programmer | |
| Concession Manager | |
| Merchandise Manager | |
| Lifeguard | |
| c. Security: | |
| Off Duty Police Officers | 16.00 - 25.00/hr. |
| d. Professional: | |
| Assistant Manager | 6.55 - 14.00/hr. |
| Landscape Architect | at .15 cent increments |
| Planner | |
| 10. Election Board | |

Order #107 Agenda #105 (cont'd)

	a. Clerk		10.50/hr.
	b. Seasonal Voting Machine Mechanics	6.55 -	10.00/hr.
11.	Co. Ass'r (Board of Appeals)		12.00/hr.
12.	Weights & Measures Dept.		
	a. County Inspector		12.00/hr.
	b. Secretary & Technicians	8.00 -	9.50/hr.
	c. Administrative Assistant		10.46/hr.
13.	Part-time Psychologist for LC Juvenile Center (maximum 9 hrs. per week)		40.43/hr.
14.	Part-time positions for reassessment duties:		
	a. Data Entry Personnel	6.55 -	10.00/hr.
	b. Field Personnel	6.55 -	10.00/hr.
	c. Supervisor/Coordinator	9.00 -	13.00/hr.
	d. Project Director (Calumet & North Twp. only)	13.00 -	15.00/hr.
15.	Part-time Instrument Chemist for LC Health Dept.		13.50/hr.
16.	Lake Superior Court, County Div. 3		
	a. Probation monitor		10.00/hr.
	b. Court Reporter		10.00/hr.
	c. Bailiff Fund 208		10.00/hr.
	d. Secretary/receptionist		10.50/hr.
17.	Part-time Secretary for LC Council	6.55 -	13.50/hr.
18.	Coroner:		
	a. Investigator/Photographer I		12.00/hr.
	b. Investigator/Photographer II		12.00/hr.
19.	Lake County Community Development (Weatherization Program)		
	a. Work Crew	6.55 -	10.00/hr.
	b. Management, Carpenter	10.00 -	16.00/hr.
20.	Superior Court of Lake County, Civil Division		
	a. Resource Director		Up to a maximum of \$15.00/hr.
	b. Court Reporter		Up to a maximum of \$15.00/hr.
	c. Secretary/Office Manager		Up to a maximum of \$15.00/hr.
	d. Bailiff		Up to a maximum of \$15.00/hr.
	e. Law Clerks		15.00/hr.
21.	Juvenile Court/CASA Technicians		13.00/hr.
22.	Lake County Emergency Management Coordinator/Project Impact Grant		10.00/hr.
23.	Public Defender's Office		
	a. Law Clerks		14.00/hr.
	b. Paralegals		14.00/hr.
	c. Investigator		14.00/hr.
24.	Lake Circuit Court		
	a. Care Provider		10.00/hr.
	b. Law Clerks		12.00/hr.

3

	c. Doctor of Psychology		75.00/hr.
	d. Clinician (with Master's Degree in Family Therapy)		75.00/hr.
25.	Board of Commissioners		
	a. Comm.'s assistant for Commissioner Real Estate Tax Sales		10.50/hr.
26.	Lake County Sheriff's Department		
	a. Bookkeeper	12.00-15.00/hr.	
	b. Radio Dispatcher	12.00-15.00/hr.	
	c. EMT	12.00-15.00/hr.	
27.	Lake County Public Works Dept. Sign Technician		10.79/hr.
28.	Lake County Recorder Deputy Recorders	10.00-15.00/hr.	
29.	Superior Court of Lake County, County Division, Room No. 2. Clerk		10.00/hr.
30.	Superior Court of Lake County, Criminal Division		
	a. Probation Officer		14.00/hr.
	b. Off Duty Police Officer		22.00/hr.
31.	Lake County Fairgrounds		
	a. Maintenance Employees		8.50/hr.
	b. Grounds Keeper (Major Equipment Operator)	8.00-12.00/hr.	
32.	Township Assessor/Lake County Assessor Real Estate Deputy		10.00/hr.
33.	Lake County Highway Dept. Engineer Intern	12.50-14.00/hr.	
34.	Lake County Soil and Water Cons. Dist. Secretary	6.55-11.00/hr.	
35.	Auditor's Office		
	a. Accounting Clerks	6.55-10.00/hr.	
	b. Administrative Personnel	11.00-15.00/hr.	
36.	Clerk of the Circuit Court Clerk/Part-Time		15.00/hr.
37.	Hobart Township Assessor Real Estate Field Person		10.00/hr.
38.	Treasurer's Office Administrative Personnel	8.00-12.00/hr.	
39.	Lake Superior Court - County Division IV Court Clerk		10.00/hr.

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

4

Order #107 Agenda #105 (cont'd)

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

SO ORDAINED this 9th day of DECEMBER, 2008.

Christine CID
 CHRISTINE CID, President

Thomas O'Donnell
 THOMAS O'DONNELL

Ernie Dillon
 ERNIE DILLON

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 JEROME A. PRINCE

Elsie Franklin
 ELSIE FRANKLIN

Larry Blanchard
 LARRY BLANCHARD

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Rory Schuch

Bonnie Calk

Frances DuPey

APPROVED THIS 17th DAY OF December, 2008

Order #107 Agenda #105

In the Matter of L C Council Ordinance No. 1306F – Ordinance Restricting the Hiring of New County Employees for 2009.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No. 1306F – Ordinance Restricting the Hiring of New County Employees for 2009. Motion passed 3-0.

Order #107 Agenda #105 (cont'd)

ORDINANCE NO. 1306F

ORDINANCE RESTRICTING THE HIRING OF NEW COUNTY EMPLOYEES FOR 2009

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

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

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

WHEREAS, throughout 2009 certain positions in Lake County Government will become vacant and if not filled the respective appropriations will revert to the operating balance of the County General Fund for 2009.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That in order to obtain an operating balance for the Lake County Budget for 2009 all County offices and departments are restricted from hiring new employees, or current employees, part-time or in a full-time position, to fill presently vacant positions and positions which may become vacant for 2009.
2. Notwithstanding paragraph one, this Ordinance shall not apply to the following:
 - a. Positions controlled by mandate (Indiana Trial Rule 60.5), positions required by State or Federal Laws, or by a Grant, provided the officeholder inform the council of such hiring with supported documents citing the mandate order, State or Federal Law, or Grant requirement.
 - b. Positions controlled by collective bargaining agreements.
3. Notwithstanding paragraph one, an officeholder may petition the Lake County Council to fill a vacated position for good cause.
4. That for the purpose of this Ordinance, the term "vacancy" does not include the transfer of employees from positions where the employees are being laterally transferred to different positions, being promoted, or being demoted, and the net result of the transfers is revenue neutral.

DATED THIS 9th DAY OF DECEMBER, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Henry Scheuch
Boonville Alley
Francis Wiley
APPROVED THIS 17th DAY OF December, 2008

Order #107 Agenda #105

In the Matter of L C Council Ordinance No. 1306G – Ordinance Creating Lake County’s Payroll Court Judgment Fund, Fund No. 441, A Non-Reverting Fund.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No. 1306G – Ordinance Creating Lake County’s Payroll Court Judgment Fund, Fund No. 441, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1306G

ORDINANCE CREATING LAKE COUNTY’S PAYROLL COURT JUDGMENT FUND, FUND NO. 441, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Lake County Council desires to create a new Fund, known as the Lake County’s Payroll Court Judgment Fund, Fund No. 441, a Non-Reverting Fund, to be used for the deposit of funds from the judgment bond to pay for all Court judgments regarding payroll issues to be disbursed through the Lake County Treasurer.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That Lake County’s Payroll Court Judgment Fund, Fund No. 441, a Non-Reverting Fund, is hereby established for the deposit of judgment bond funds to be used to pay all Court judgments regarding payroll issues to be disbursed through the Lake County Treasurer.
2. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in Lake County’s Payroll Court Judgment Fund, Fund No. 441.
3. All expenditures from the Fund shall be subject to appropriation by the Lake County Council or as otherwise provided by law.

SO ORDAINED THIS 9th DAY OF DECEMBER, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Henry Scheuch
Thomas A. ...
Thomas A. ...
APPROVED THIS 10th DAY OF December 20 08

Order #107 Agenda #105

In the Matter of L C Council Ordinance No. 1306H – An Ordinance of the County Council of the County of Lake, Indiana, Authorizing The County of Lake, Indiana to make temporary loans to refinance warrants issued to meet current running expenses for the use of certain funds of the County and Certain Departments thereof; Authorizing the issuance and exchange of Temporary Loan Tax Anticipation Warrants to evidence such loans; and Appropriating and Pledging a Sufficient amount of the Revenues Anticipated to be received in such funds to the punctual payment of such Warrants including the interest thereon.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No. 1306H, as stated above. Motion passed 3-0.

ORDINANCE NO. 1306H

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

WHEREAS, the County Council (the “County Council”) of the County of Lake, Indiana (the “County”) has determined that there will be an insufficient amount of money in each of the General Fund and the Family and Children’s Services Fund of the County (or certain departments of the County) (collectively, the “Funds”) to meet the respective current running expenses of the County or departments thereof payable from each of such Funds during the fiscal year ending on the last day of December 2008, and prior to the respective June and December settlements and distributions of taxes levied for each of such Funds; and

WHEREAS, the County Council has heretofore determined in Ordinance No. 1294D adopted on December 11, 2007 (the “Prior Ordinance”) that an emergency exists for the borrowing of money to pay the County’s current running expenses, that temporary loans for the Funds for such purposes should be made, and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, in order to provide funds to meet the County’s current running expenses as aforesaid the County did issue (i) on March 6, 2008, its Temporary Loan Tax Anticipation Time

Order #107 Agenda #105 (cont'd)

Warrants, Series 2008A in the aggregate principal amount of One Hundred Ten Million Dollars (\$110,000,000) (the "Prior Warrants"); and

WHEREAS, revenues anticipated to be received by the County to pay the Prior Warrants upon maturity on December 31, 2008, have not been received by the County; and

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

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

WHEREAS, except for the Prior Warrants, the County has no outstanding tax anticipation warrants payable from 2006 or 2007 tax levies or other revenues with respect to either of the Funds; and

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

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

SECTION 1. THE WARRANTS. It is hereby found and declared that an emergency exists for the borrowing of money with which to pay when due on December 31, 2008, the outstanding principal due on the Prior Warrants. For the purpose of providing warrants to be

delivered in exchange for the Prior Warrants, there shall be issued temporary loan tax anticipation time warrants of the County designated "County of Lake, Indiana, Temporary Loan Tax Anticipation Warrants, Series 2008B" (the "Warrants"), in an aggregate principal amount not to exceed Seventy-Four Million Dollars (\$74,000,000), subject to applicable law, issued pursuant to the provisions of Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13, as in effect on the date of the issuance of the Warrants. A separate Warrant or Warrants shall be issued with respect to each of the Funds. The County is authorized to issue Warrants from the following Funds in combined amounts not exceeding the following with respect to each of the Funds, subject to applicable law:

<u>Fund</u>	<u>Maximum Principal Amount</u>
General Fund	\$44,000,000
Family and Children's Services Fund	30,000,000

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

The Warrants shall mature and be due in full within 3 days of the final distribution of the 2007 payable in 2008, but not yet received, and 2009 tax levy settlement, but not later than June 30, 2009. The final maturity date and final aggregate principal amount of the Warrants shall be set forth in a certificate executed by the Treasurer of the County prior to the sale of the Warrants. The Warrants shall bear interest prior to maturity at a rate or rates not exceeding eight percent

Order #107 Agenda #105 (cont'd)

(8.0%) per annum. Interest on the Warrants shall be calculated on the basis of a three hundred sixty-five (365)-day year.

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

The Warrants shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) or integral multiples of One Thousand Dollars (\$1,000) in excess thereof (*e.g.*, \$100,000, or \$101,000, or \$102,000, etc.). The Warrants shall be numbered from 08RB-1 upwards. The Warrants shall be issued in the maximum combined principal amount of Seventy-Four Million Dollars (\$74,000,000), subject to applicable law, with the Warrants issued with respect to each of the Funds issued up to or less than the maximum principal amount established for each such Fund as set forth in the table above, subject to applicable law. The principal amount of the Warrants may not exceed at any time eighty percent (80%) of the undistributed property taxes dedicated to the repayment of the Warrants.

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

SECTION 3. ISSUANCE AND DELIVERY OF WARRANTS. The Auditor of the County is hereby authorized and directed to have the Warrants prepared, and the County Commissioners and the Auditor of the County are hereby authorized and directed to execute or

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to cause the execution of the Warrants in the form and manner herein provided, as conclusively evidenced by their execution thereof.

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

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

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

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

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Order #107 Agenda #105 (cont'd)

appropriate to evidence, establish or ensure such continuing exclusion of the interest on the Warrants.

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

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

* * * * *

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Handwritten signatures]
APPROVED THIS 17TH DAY OF DECEMBER 20 08

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,
LAKE COUNTY, INDIANA, THIS 17TH DAY OF DECEMBER, 2008.

[Handwritten signature]
ERNIE DILLON

ELSIE BROWN-FRANKLIN

[Handwritten signature]
JEROME PRINCE

[Handwritten signature]
THOMAS C. O'DONNELL

[Handwritten signature]
TED BILSKI

[Handwritten signature]
LARRY BEANCHARD

[Handwritten signature]
CHRISTINE CID

ATTEST:
[Handwritten signature]
PEGGY HOLINGA KATONA, AUDITOR

Order #107 Agenda #105

In the Matter of L C Council Ordinance No 1306I – An Ordinance of the County Council of the County of Lake, Indiana, Authorizing the County of Lake, Indiana to make Temporary Loans to meet current running expenses for the use of the General Fund of the County and Certain Departments thereof; Authorizing the Issuance and Sale of Temporary Loan Tax Anticipation Warrants to Evidence Such Loans; and Appropriating and Pledging a Sufficient Amount of the Revenues Anticipated to be received in such fund to the Punctual Payment of such Warrants including the Interest thereon.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No 1306I, as stated above. Motion passed 3-0.

ORDINANCE NO. 1306I

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

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

WHEREAS, the County Council now finds that an emergency exists for the borrowing of money to pay the County’s current running expenses, that temporary loans for the Fund for such purposes should be made, and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, there remains to be collected for the years 2007 and 2008 a portion of the taxes so levied for the Fund during such years and other anticipated revenues for the remainder of 2009, and an emergency exists requiring the borrowing of money with which to meet the current running expenses of the County payable from the Fund provided for in the 2009 budget,

Order #105 Agenda #107 (cont'd)

which expenses must be met in amounts and at times during the year 2009 and prior to the anticipated dates of settlement and distribution of taxes levied for the Fund during such year; and

WHEREAS, the County is authorized by Indiana Code 36-2-6-18, as amended, to borrow money to pay such current running expenses by making temporary loans to procure the necessary funds and to evidence such temporary loans by issuing temporary loan tax anticipation warrants in anticipation of the receipt of revenues of the County for the remainder of 2009, including, without limitation, current tax revenues for the Fund actually levied (a) in 2007, payable in 2008, but not received, and (b) in 2008, currently in the course of collection and payable in 2009; and

WHEREAS, the County Council desires to authorize the making of such temporary loans to procure the amounts necessary, in combination with other available amounts, to meet such current running expenses for the Fund and to pay necessary costs incurred in connection with the issuance and sale of temporary loan tax anticipation warrants to evidence such temporary loans; and

WHEREAS, the levies proposed for collection for the Fund for the remainder of 2009 are estimated to produce in the aggregate, with respect to the Fund, an amount in excess of the principal of and interest on the temporary loans for the Fund; and

WHEREAS, the County Council seeks to authorize the issuance of such temporary loan tax anticipation warrants with respect to the Fund and the sale of such warrants pursuant to the provisions of Indiana Code 36-2-6-18, subject to and dependent upon the terms and conditions hereinafter set forth;

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

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THE WARRANTS. It is hereby found and declared that an emergency exists for the borrowing of money with which to pay current running expenses payable from the Fund prior to the receipt of anticipated revenues of the County for the remainder of 2009, including, without limitation, taxes levied (a) in 2007, payable in 2008, but not received, and (b) in 2008 and payable in 2009, for the Fund. For the purpose of paying the current running expenses of the County payable from the Fund, there shall be issued temporary loan tax anticipation time warrants of the County designated "County of Lake, Indiana, Temporary Loan Tax Anticipation Warrants, Series 2009_" (with a letter designation to reflect the series of such warrants) (the "Warrants"), in an aggregate principal amount not to exceed Eighty Million Dollars (\$80,000,000), subject to applicable law, issued pursuant to the provisions of Indiana Code 36-2-6-18 as in effect on the date of the issuance of the Warrants. The principal amount of the Warrants may not exceed at any time eighty percent (80%) of the undistributed property taxes dedicated to the repayment of the Warrants.

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

The Warrants shall mature not later than December 31, 2009. Payments will be due within three days of the date of receipt of any 2008 payable in 2009 tax distributions, with the remaining balance due on December 31, 2009, this will provide that the balance outstanding does not exceed 80% of the 2008 payable in 2009 remaining levies for the term of the Warrant. The final maturity date and final aggregate principal amount of the Warrants shall be set forth in a

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Order #107 Agenda #105

certificate executed by the Treasurer of the County prior to the sale of the Warrants. The Warrants shall bear interest prior to maturity at a rate or rates not exceeding eight percent (8.0%) per annum (the exact rate or rates to be determined by public sale through competitive bidding). Interest on the Warrants shall be calculated on the basis of a three hundred sixty-five (365)-day year.

The Warrants shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) or integral multiples of One Thousand Dollars (\$1,000) in excess thereof (e.g., \$100,000, or \$101,000, or \$102,000, etc.). The Warrants shall be numbered from 09_R-1 upwards, with a letter designation to reflect the series of such Warrants. The Warrants shall be issued in the maximum principal amount of Eighty Million Dollars (\$80,000,000), subject to applicable law, with the Warrants issued with respect to the Fund issued up to or less than the maximum principal amount established for the Fund as set forth in the table above, subject to applicable law.

SECTION 1. SECURITY FOR WARRANTS. The principal of and interest on the Warrants, together with all necessary costs incurred in connection with the issuance and sale of the Warrants, shall be payable from anticipated revenues for the remainder of 2009 to be received in the Fund upon which such Warrant is issued. There is hereby appropriated and pledged to the payment of all Warrants issued with respect to the Fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of anticipated revenues for the year 2009, including, without limitation, the taxes levied (a) in 2007, payable in 2008, but not received, and (b) in 2008 and payable in 2009, for the Fund and in anticipation of which the Warrants are issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with such issuance costs, if any, subject to the application of the tax revenues to be received in the Fund to any long term

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lease or debt obligations due contemporaneously with such Warrants; provided, however, that the appropriation of moneys to the repayment of Warrants shall not cause the County to violate the provisions of Indiana law or any contract, grant or other agreement to which the County is a party. The principal amount of all Warrants maturing on any date shall be based on the 2009 annual budget levy for the Fund (including property tax replacement credit revenues) as estimated or certified by the Indiana Department of Local Government Finance. For purposes of this Ordinance, fifty percent (50%) of the annual budget levy (including property tax replacement revenues) shall be deemed to equal the amount of taxes estimated by the County Auditor to be collected for and distributed to such Fund at each of the June 2009 (that is, the first) and December 2009 (that is, the second and final) settlement and distribution of such revenues. The County covenants and agrees that it shall, if it fails to make any payment required herein when due, promptly undertake all actions, including the issuance of warrants issued to refund the unpaid Warrants that: (i) are necessary to cure such nonpayment, (ii) are legally available to cure such nonpayment, and (iii) do not, in the opinion of bond counsel, cause any of the Warrants to be considered debt of the County within the meaning of Article 13, Section 1 of the Indiana Constitution or laws of the State of Indiana.

SECTION 2. EXECUTION OF WARRANTS. The Warrants issued hereunder shall be executed in the name of the County by the manual or facsimile signatures of the County Commissioners of the County and attested by the manual or facsimile signature of the Auditor of the County, provided that at least one of such signatures is manually affixed. In case any official whose manual or facsimile signature shall appear on any Warrant shall cease to be such official before the delivery of such Warrant, such signature shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until delivery of the Warrant.

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Order #107 Agenda #105 (cont'd)

SECTION 3. FORM OF WARRANT. The Warrants shall be issued in substantially the following form (with all blanks, changes, additions and deletions, including the appropriate amounts, dates and other information to be properly completed prior to the execution and delivery thereof, as conclusively evidenced by the signatures of the officers of the County affixed thereon):

[Form of Warrant]

[No. 09_R-1]

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF LAKE
TEMPORARY LOAN TAX ANTICIPATION WARRANT, SERIES 2009_
(GENERAL FUND)

Warrant Fund: General Fund
Dated Date: _____, 2009
Due Date: Payments will be due within 3 days of the date of receipt of any 2008 payable in 2009 tax distributions, with the remaining balance due on December 31, 2009, this will provide that the balance outstanding does not exceed 80% of the 2008 payable in 2009 remaining levies for the term of the Warrant
Principal Sum: \$ _____
Interest Rate: _____ percent per annum


FOR VALUE RECEIVED, on the Due Date set forth above (the "Due Date"), the County of Lake, Indiana (the "Borrower"), shall pay to _____ (the "Holder") the Principal Sum set forth above, together with interest thereon at the per annum Interest Rate set forth above, with such interest to be computed on the basis of a three hundred sixty-five (365)-day year from the date of issuance to the date of maturity.

This warrant is one of a series of temporary loan tax anticipation time warrants aggregating _____ Dollars (\$ _____) in principal amount, for the purpose of providing funds to meet current expenses of the General Fund of the County set forth above (the "Fund"), and has been authorized by Ordinance No. _____, passed and adopted by the County Council of the County of Lake, Indiana, on December ____, 2008 in accordance with Indiana Code 36-2-6-18 and all other acts amendatory thereof or supplemental thereto.

This warrant is payable solely from anticipated revenues for the remainder of 2009, including, without limitation, the taxes levied for the Fund (a) in the year 2007, in the course of collection and payable in 2008, and not yet received, and (b) in the year 2008 and in the course of collection and payable in 2009. There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this warrant a sufficient amount of such anticipated revenues, including, without limitation, the revenues to be derived from the Fund's tax levies, subject to the application of the tax revenues to be received in the Fund to any long term lease or debt obligations due contemporaneously with this warrant; provided that the appropriation of moneys to the repayment of this warrant shall not cause the Borrower to violate the provisions of Indiana law or any contract, grant or other agreement to which the Borrower is a party. The principal of and interest on this warrant shall be payable in lawful money of the United States of America at the principal office of the Treasurer of Lake County, Indiana.

It is further hereby certified, recited and declared that all acts, conditions and things required by law to be done precedent to the issuance and execution of this warrant have been properly done, have happened and have been performed in the manner required by the constitution and statutes of the State of Indiana relating thereto; that the Fund's tax levies from which (together with other amounts in the Fund) this warrant is payable are valid and legal levies; and that the Borrower will reserve a sufficient amount of the proceeds of the Fund's tax levies currently in the course of collection for the timely payment of the principal of and interest on this warrant in accordance with its terms.

IN WITNESS WHEREOF, the County of Lake, Indiana, has caused this warrant to be executed in its corporate name by the manual or facsimile signature of the County Commissioners of the County of Lake, Indiana, and attested by the manual or facsimile signature of the Auditor of the County of Lake, Indiana, all as of the above Dated Date.


COUNTY OF LAKE, INDIANA

By: _____
County Commissioner


County Commissioner


County Commissioner

ATTEST:

Order #107 Agenda #105



Auditor

[End of Form of Warrant]

Notwithstanding anything in this Ordinance to the contrary (including the form of Warrant in this Section 4 herein), each Warrant (as well as any other papers or certification delivered in connection therewith) can be signed by one or more of the County Commissioners and need not be signed by all members of the Board of County Commissioners.

SECTION 4. ISSUANCE, SALE AND DELIVERY OF WARRANTS. The Auditor of the County is hereby authorized and directed to have the Warrants prepared, and the County Commissioners and the Auditor of the County are hereby authorized and directed to execute or to cause the execution of the Warrants in the form and manner herein provided, as conclusively evidenced by their execution thereof.

The Warrants shall be sold by public sale through competitive bidding. The Auditor, on behalf of the County, is authorized and directed to have the Warrants prepared in the form herein provided and is further directed to give notice of the sale of the Warrants by advertising once each week for two successive weeks in accordance with the provisions and requirements of Indiana law and requiring that sealed bids be submitted to the County, said bids to stipulate the rate of interest to be charged by such bidder.

Although not a term of sale, it is requested that each bid show the net dollar interest cost and net effective interest rate for each Warrant. Each Warrant shall bear the rate of interest stipulated by the winning bidder as determined above.

Upon the award of the Warrants by the County to the bidder who has submitted the lowest rate of interest, the proper officers of the County are hereby authorized and directed to

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execute the Warrants in the form herein provided and to deliver the Warrants when so executed to the purchaser thereof upon payment by said purchaser of the purchase price of such Warrants.

SECTION 5. FURTHER ACTIONS. The County Commissioners and the Auditor of the County are hereby authorized and directed to make such filings and requests, deliver such certifications, execute and deliver such documents and instruments, and otherwise take such actions as are necessary or appropriate to carry out the terms and conditions of this Ordinance and the actions authorized hereby and thereby.

SECTION 6. TAX COVENANTS. The County hereby covenants that the County and its officers shall not take any action or fail to take any action with respect to the proceeds of any of the Warrants or any investment earnings thereon that would result in constituting any of the Warrants as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and any and all final or proposed regulations or rulings applicable thereto, or which would otherwise cause the interest on any of the Warrants to cease to be excludable from gross income for purposes of federal income taxation; and the Auditor of the County and all other appropriate officers of the County are hereby authorized and directed to take any and all actions and to make and deliver any and all reports, filings and certifications as may be necessary or appropriate to evidence, establish or ensure such continuing exclusion of the interest on the Warrants.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the time it has been adopted by the County Council.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES. All resolutions and ordinances in conflict herewith are, to extent of such conflict, hereby repealed.

* * * * *

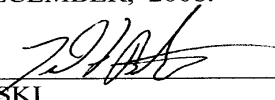
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Order #107 Agenda #105 (cont'd)

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DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,
LAKE COUNTY, INDIANA, THIS 17TH DAY OF DECEMBER, 2008.

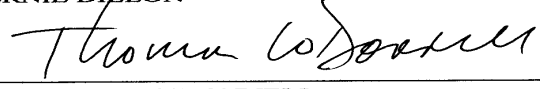


TED BILSKI

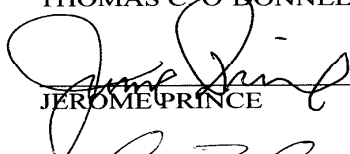
ELSIE BROWN-FRANKLIN



ERNIE BILLON



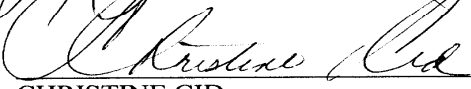
THOMAS C. O'DONNELL



JEROME PRINCE



LARRY BLANCHARD



CHRISTINE CID

ATTEST:


PEGGY HOLINGA KATONA, AUDITOR

776734v1

-11-

Order #107 Agenda #105

In the Matter of L C Council Resolution No. 08-152 – Resolution for the Distribution of Funds for Mental Health for Lake County for 2009.

Allen made a motion, seconded by DuPey, to approve L C Council Resolution No. 08-152 – Resolution for the Distribution of Funds for Mental Health for Lake County for 2009. Motion passed 3-0.

RESOLUTION NO. 08-152

**RESOLUTION FOR THE DISTRIBUTION OF
FUNDS FOR MENTAL HEALTH FOR LAKE COUNTY FOR 2009**

WHEREAS, the Gary Comprehensive Community Mental Health Center, Inc., the Southlake Center for Mental Health, Inc. and Tri-City Comprehensive Community Mental Health Center, Inc., hereinafter referred to as "Centers" are designated as community mental health centers by the Department of Mental Health, the State of Indiana; and

WHEREAS, the Centers have received capital and operating funds from the governments of the United States of America, State of Indiana, and the County of Lake, which are used to accomplish the purposes for which the centers were created; and,

WHEREAS, I.C. 12-29-2-1, et. seq., provide for the funding of the operating of the centers; and

WHEREAS, Lake County desires to continue to provide operating and capital funds to the centers per I.C. 12-29-2-2(a)(2).

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That pursuant to I.C. 12-29-2-2(b)(2), for the year 2009 and each year thereafter, an amount of funding for the operation of community health centers shall be calculated as follows:

- (A) The amount that was levied in the County to comply with this section from property taxes first due and payable in the calendar year immediately preceding the ensuing calendar year (2008); multiplied by zero percent
- (B) The County's assessed value growth quotient for the ensuing calendar year, as determined under I.C. 6-1.1-18.5-2.

To be appropriated to the County's centers respective service areas, and that the levy shall be apportioned among the centers, according to the population served by each respective center to the total population of the County as follows:

Tri-City 34.19% Gary 22.80% Southlake 43.01%

DATED this 25th day of November, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Henry Scheub

Francis DuPey

APPROVED THIS 16th DAY OF December 2008

Order #107 Agenda #105

In the Matter of L C Council Resolution No. 08-153 – Resolution to Reduce Certain funds to balance the 2009 Budget.

Allen made a motion, seconded by DuPey, to approve L C Council Resolution No. 08-153– Resolution to Reduce Certain funds to balance the 2009 Budget. Motion passed 3-0.

Order #107 Agenda #105 (cont'd)

RESOLUTION NO. 08-153

RESOLUTION TO REDUCE CERTAIN FUNDS TO BALANCE THE 2009 BUDGET

WHEREAS, pursuant to I.C. 36-2-5-11, the Lake County Council annually adopts the Budget Ordinance and Salary Ordinance for Lake County, Indiana for the following year; and

WHEREAS, in order to adopt a balanced budget for Lake County, Indiana, 2009, the Lake County Council desires the following reductions in the respective budgets:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$1,747,000.00
Highway Fund	Fund No. 102	\$1,049,756.00
Health Fund	Fund No. 105	\$ 200,000.00
Local Roads & Streets Fund	Fund No. 112	\$ 502,381.00
Misdemeanant Fund	Fund No. 152	\$ 150,000.00
Commissioner's Tax Sale Fund	Fund No 383	\$ 25,000.00
Sheriff's Sale Fund	Fund No. 572	\$ 554,000.00

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council in order to balance the County Budget for Lake County for 2009 makes the following Line Two reductions:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$1,747,000.00
Highway Fund	Fund No. 102	\$1,049,756.00
Health Fund	Fund No. 105	\$ 200,000.00
Local Roads & Streets Fund	Fund No. 112	\$ 502,381.00
Misdemeanant Fund	Fund No. 152	\$ 150,000.00
Commissioner's Tax Sale Fund	Fund No 383	\$ 25,000.00
Sheriff's Sale Fund	Fund No. 572	\$ 554,000.00

DATED THIS 25th day of November, 2008.

Christine CID
CHRISTINE CID, President

<p><i>Larry Blanchard</i> LARRY BLANCHARD</p> <p><i>Thomas O'Donnell</i> THOMAS O'DONNELL</p> <p><i>Ted F. Bilski</i> TED F. BILSKI</p>	<p><i>Ernie Dillon</i> ERNIE DILLON</p> <p><i>Elsie Franklin</i> ELSIE FRANKLIN</p> <p><i>Jerome A. Prince</i> JEROME A. PRINCE</p>
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Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Henry Schenk

Francis DuPuy

APPROVED THIS 17th DAY OF December 20 08

Order #107 Agenda #105

In the Matter of L C Council Resolution No. 08-154– Resolution to Approve Temporary Loans to Certain Funds for Use During the 2009 Budget Year.

Allen made a motion, seconded by DuPey, to approve L C Council Resolution No. 08-154 – Resolution to Approve Temporary Loans to Certain Funds for Use During the 2009 Budget Year. Motion passed 3-0.

RESOLUTION NO. 08-154

RESOLUTION TO APPROVE TEMPORARY LOANS TO CERTAIN FUNDS FOR USE DURING THE 2009 BUDGET YEAR

WHEREAS, I.C. 36-1-8-4(a) provides that the Lake County Council may by resolution approve temporary loans from one fund in the County to another fund in the County in need of money for cash flow purposes;

WHEREAS, the following funds are in need of the respective amounts to pay current and past due invoices into the 2009 Budget Year:

County Bond Fund #320	\$5,500,000.00
Health Dept. Fund #105	\$1,000,000.00
Cumulative Capital Fund #651	\$1,000,000.00
Drainage Fund #790	\$1,000,000.00
Emergency Mgt. Fund #249	<u>\$ 500,000.00</u>
Total Non-Parks	\$9,000,000.00
Parks Operating Fund #107	As Needed
Parks Non-Reverting #117	As Needed
Park's Bond #310	As Needed
Park's Bond #315	As Needed;

WHEREAS, there is sufficient money on deposit in the following funds from which to make loans:

Health Insurance Reserve #26514	\$5,500,000.00
Reassessment Fund #237	\$3,500,000.00
Fund #109, 116, 117, 118, 353 or 508	As Needed

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

That the Lake County Council approves loans from the following funds up to the maximum amounts to the following funds requiring a loan in the respective amounts. That the loans shall bear no interest and shall be repaid to the source fund of the loan on or before December 31, 2009 pursuant to I.C. 36-1-8-4(a)(3):

2009 <u>FUND REQUIRING LOAN</u>	2009 <u>MAX LOAN AMOUNT</u>
County Bond Fund #320	\$5,500,000.00
Health Dept. Fund #105	\$1,000,000.00
Cumulative Capital Fund #651	\$1,000,000.00
Drainage Fund #790	\$1,000,000.00
Emergency Mgt. Fund #249	<u>\$ 500,000.00</u>
Total Non-Parks	\$9,000,000.00

Parks Operating Fund #107	As Needed
Parks Non-Reverting #117	As Needed
Park's Bond #310	As Needed
Park's Bond #315	As Needed;

2009 <u>FUNDS PROVIDING LOAN</u>	2009 <u>MAXIMUM AMOUNT</u>
Health Insurance Reserve #26514	\$5,500,000.00
Reassessment Fund #237	\$3,500,000.00
Fund #109, 116, 117, 118, 353 or 508	As Needed

DULY ADOPTED BY THE LAKE COUNTY COUNCIL, this 25th day of November, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Harry Scheibel
Francis DuPey
APPROVED THIS 17th DAY OF December 2008

Order #107 Agenda #105

In the Matter of L C Council Resolution No. 08-155 – Resolution to Establish the Reserve Carryover Payroll Expense Line in the Lake County Auditor’s 2009 Budget.

Allen made a motion, seconded by DuPey, to approve L C Council Resolution No. 08-155 – Resolution to Establish the Reserve Carryover Payroll Expense Line in the Lake County Auditor’s 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 08-155

RESOLUTION TO ESTABLISH THE RESERVE CARRYOVER PAYROLL EXPENSE LINE IN THE LAKE COUNTY AUDITOR’S 2009 BUDGET

- WHEREAS,** pursuant to I.C. 36-2-5-1, et. seq., the Lake County Council has adopted the Lake County Budget for 2009; and
- WHEREAS,** the Lake County Council has eliminated from the 2009 Budget full-time positions which were included in the Lake County 2008 Budget; and
- WHEREAS,** notwithstanding the elimination of the full-time positions certain carryover expenses (longevity, vacation pay, etc.) will accrue in 2009 for the eliminated positions; and
- WHEREAS,** the Lake County Council desires that the carryover payroll expenses be paid by the Lake County Auditor as needed throughout 2009, without appropriation by the Lake County Council; and
- WHEREAS,** the carryover payroll expenses in 2009 may total \$457,000.00.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1. That the Reserve Carryover Payroll Expense Line (Line) is created in the Lake County Auditor’s 2009 Budget for the payment of carryover payroll expenses (Expenses) (longevity, vacation pay, etc.) which accrue in 2009 for the 2008 full-time positions which were eliminated in the Lake County 2009 Budget.
- 2. That the Lake County Auditor shall pay the carryover payroll expenses as they come due from the Reserve Carryover Payroll Expense Line without appropriation or approval by the Lake County Council.
- 3. That the Lake County Council hereby places in the Lake County Auditor’s 2009 Budget, Reserve Carryover Payroll Expense Line, the sum of \$457,000.00.

- 4. That after payment of the expenses any remaining funds in the Line shall be returned to the General Fund.

SO RESOLVED THIS 25TH DAY OF NOVEMBER, 2008.

Christine CID
CHRISTINE CID, President

<p><i>Larry Blanchard</i> LARRY BLANCHARD</p> <p><i>Thomas O'Donnell</i> THOMAS O'DONNELL</p> <p><i>Ted F. Bilski</i> TED F. BILSKI</p>	<p><i>Ernie Dillon</i> ERNIE DILLON</p> <p><i>Elsie Franklin</i> ELSIE FRANKLIN</p> <p><i>Jerome A. Prince</i> JEROME A. PRINCE</p>
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Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Barry Schuch
Boonay
Frances DuPey

APPROVED THIS 17th DAY OF December 2008

Order #107 Agenda #105

In the Matter of L C Resolution No. 08-158 – Resolution Permitting Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget.

Allen made a motion, seconded by DuPey, to approve L C Resolution No. 08-158 – Resolution Permitting Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-158

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
Family Medicine of Merrillville	\$ 3,282.39
Internal Medicine	478.27
Methodist Anesthesia	544.00
Methodist Hospital (2006)	14,628.35
Methodist Hospital (2007)	24,864.24
Methodist Hospital Pathology	495.60
Mirich Medical	1,132.00
Northwest Emergency Assoc.	2,945.80
Northwest Indiana Radiology	1,138.42
P.A. Labs	638.66
St. Mary Medical	277.60
Zadeh, Habib	<u>232.92</u>
	\$50,658.25

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar years 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
Family Medicine of Merrillville	\$ 3,282.39
Internal Medicine	478.27
Methodist Anesthesia	544.00
Methodist Hospital (2006)	14,628.35
Methodist Hospital (2007)	24,864.24
Methodist Hospital Pathology	495.60
Mirich Medical	1,132.00

Northwest Emergency Assoc.	2,945.80
Northwest Indiana Radiology	1,138.42
P.A. Labs	638.66
St. Mary Medical	277.60
Zadeh, Habib	<u>232.92</u>
	\$50,658.25



SO RESOLVED THIS 9TH DAY OF DECEMBER, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
James Schenck
Frances DuPuy
APPROVED THIS 11th DAY OF December 20 08

Order #108 Agenda #105

In the Matter of L C Council Ordinance No. 1306A – Lake County Itinerant Merchant and Solicitors Ordinance.

Allen made a motion, seconded by DuPey, to approve L C Council Ordinance No. 1306A – Lake County Itinerant Merchant and Solicitors Ordinance. Motion passed 3-0.

ORDINANCE NO. 1306A**LAKE COUNTY ITINERANT MERCHANT AND SOLICITORS ORDINANCE**

WHEREAS, pursuant to I.C. 36-2-3-2 and I.C. 36-2-3.5-3, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and

WHEREAS, pursuant to I.C. 36-2-3.5-5, the Lake County Council has authority to adopt ordinances for governing Lake County, Indiana; and

WHEREAS, the Lake County Council, desires to adopt an itinerant merchant and solicitors ordinance to regulate the registration and activities of itinerant merchants and solicitors.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

SECTION I. PURPOSE.

The purpose of this Ordinance is to register and regulate the activities of itinerant merchants and solicitors within the unincorporated areas of Lake County.

TABLE OF CONTENTS.

- A. Registration required
- B. Issuance of registration certificate
- C. Conditions of certificate
- D. Revocation of certificate
- E. Bond
- F. Exceptions
- G. Penalties

A. REGISTRATION REQUIRED:

- (a) No person or entity shall sell or take orders for any goods, wares, merchandise, or services without first applying for and being issued a registration certificate.
- (b) An applicant for a registration certificate shall execute an application form at the office of the Lake County Sheriff.

prior to engaging in any soliciting in the County. The form shall require:

- 1. Applicant's name, home address and local address, if any.
 - 2. A photograph and physical description of applicant.
 - 3. The name and address of principal office of the person, firm, organization, or corporation for whom the applicant is authorized to conduct such activity solely on his own behalf.
 - 4. A brief description of the type of goods or services to be sold and a statement whether delivery of such goods or services is to be immediate or in the future.
 - 5. That the applicant appears at the Sheriff's Department and allows him/herself to be finger printed.
- (c) At the time of executing such application form, the applicant shall also appear in person for the inspection of the Sheriff proof of his/her identity and provide a specimen of the applicant's signature.
 - (d) The application is a continuing application and if, after the issuance of the registration certificate, the information in the application shall become inaccurate for any reason, and the holder of the registration certificate intends to continue his/her activity, notice of such change and the correct information shall be furnished to the office of the Sheriff within 24 hours.
 - (e) The certificate issue shall be for a period of three months from the date of issuance and shall expire on the date specified in the certificate. Upon expiration of the license, the vendor shall either reapply for a registration certificate with the Sheriff or cease his/her activity immediately.

B. ISSUANCE OF REGISTRATION CERTIFICATE.

On compliance of the applicant with the above provisions, the Sheriff shall issue a registration certificate by issuance of a photograph identification badge which shall be dated and signed by the Sheriff to the applicant who shall personally appear at the Sheriff's Office, provided that the Sheriff has not found applicant's previous registration certificate revoked. Each registration certificate shall be valid for a period not to exceed three (3) months. Each applicant shall pay the Sheriff the sum of \$100.00 to defray the costs of administration of this chapter. Each applicant shall pay the Sheriff the sum of \$10.00 for the replacement of a lost or stolen photograph identification badge, during the effective date of any registration certificate.

C. CONDITIONS OF CERTIFICATE.

All certificates and photograph identification badges are nontransferable and entitle the

Order #108 Agenda #105 (cont'd)

holder to sell, distribute, solicit, or canvass within the County, subject to the following conditions:

- (a) The holder shall openly display/wear upon his/her person while engaging in door-to-door sales activity the identification badge issued by the Sheriff and shall exhibit the same at any time on request by any police officer of the County or by an individual.
- (b) The holder shall not enter into or on any house, building, or other structure or upon any land or other property, without the prior consent of the owner thereof.
- (c) The holder of a certificate shall be restricted to conducting door-to-door activities between the daytime hours of 9:00 A.M. and 7:00 P.M. during any weekday and Saturday 12:00 P.M. to 5:00 P.M.
- (d) The holder is prohibited from door-to-door activities at a residence or neighborhood if a sign has been posted by the property owner or landowners association at either the front door of the residence or other conspicuous place that reads, "No Soliciting".
- (e) The holder of a certificate shall make no false statement or misrepresentation of fact in the course of carrying on the activity for which the certificate is granted, and shall conduct him/herself at all times in an orderly and lawful manner.
- (f) The holder of a certificate who takes orders for the future delivery of any type of goods or service shall give written receipt to the purchaser, which shall be signed by the holder and set forth a brief description of goods or services ordered, the name, address, telephone number, facsimile number, and email address of the entity with whom the purchaser may communicate regarding the statute of any such order the total purchase price, and the amount of payment, if any received by the holder from the purchaser.

D. REVOCATION OF CERTIFICATE.

Any certificate issued may be revoked by the Sheriff after notice of hearing for any fraud, misrepresentations, or false statement contained in the application, or for failure to observe the conditions of the certificate as set forth in "Conditions of Certificate". Notice of the hearing for revocation of a certificate shall be in writing, stating the reason for the hearing, and the time and place thereof. Notice shall be given to the holder at least three (3) days, if by personal service, and at least five (5) days if by mail, addressed to the holder's last known local address, or if none, his home address, prior to the date for the hearing.

E. BOND.

- (a) Before any registration certificate is issued as provided for by this chapter shall be issued, a surety and/or cash bond shall be filed by the applicant with the Sheriff, payable to the Lake County Board of Commissioners in the sum of Five Hundred (\$500.00) Dollars, ensuring that should the applicant and/or his agents and/or employees not comply with all the provisions of this code, other ordinances of the County, and the statutes of the State of Indiana regulating and concerning the sale of goods, wares, and merchandise and the business of a transient merchant, peddler, or solicitor, whichever shall be applicable and will pay all judgments rendered against the applicant and/or his agents and/or employees for any violation of the above Ordinances, Statutes, or Regulations, together with any and all judgments, court costs and attorney fees that may be recovered by any person for damages growing out of any misrepresentations, deception, or violation of the aforementioned Statutes, Regulations or Ordinances associated with the sale or the vendor's product, or through advertisement of any character whatsoever printed or circulated in reference to the goods, wares and merchandise sold or any part there or service to be rendered by said vendor.
- (b) Separate bonds need not be executed by each employee or agent, but one bond may cover all the employees of one employer or all of the agents of one principal.
- (c) The bond shall be executed by the applicant and/or his employer in addition to the principal of the issuing surety entity and all other required signature or two (2) responsible freeholders residing within the County (or in lieu thereof a cash bond of equal amount) conditioned as referenced above. In the event the applicant elects to post a cash bond, the same shall be retained by the County for ninety (90) days after the expiration of all registration certificates issued in any calendar year.
- (d) Action on the bond may be brought in the name of the County to the use or benefit of an aggrieved person. Any person aggrieved by the vendor's actions or inactions may petition the Lake County Council for recovery on the bond as appropriate.

F. EXCEPTIONS.

The following are exempt from the provisions of this chapter:

- (a) Persons engaged in the sale of newspapers.

Order #108 Agenda #105 (cont'd)

- (b) Persons who sell farm or dairy products or other foodstuffs of their own raising or produced by him/her or by members of his/her immediate family.
- (c) Persons who have established permanent places of business within the County limits and bona fide salesmen selling at wholesale to such resident merchants.
- (d) Sales for nonprofit service or civic organizations that have an office, chapter, or lodge located in Lake County.
- (e) Members of Public Safety Departments while engaged in fund raising activity.

G. PENALTY.

- (a) Any person who violates any part of the provisions of this chapter shall, on conviction, be fined not less than One Hundred (\$100.00) Dollars no more than Five Hundred (\$500.00) Dollars for each offense. Each day a violation continues shall constitute a separate offense.
- (b) Any person discovered by a member of the Sheriff's Department to be selling, taking orders for any goods, wares, merchandise or services, without a proper registration shall be issued a citation of violation, which shall further contain a prohibition against any further solicitation, sale, order taking or any other action contemplated by this Ordinance until such time as they are in compliance with all provisions of this Ordinance.
- (c) If a person having received a registration certificate pursuant to the provisions of this Ordinance is found to be violating the terms and conditions of this Ordinance by a member of the Sheriff's Department, they shall be immediately issued a citation establishing the date and time that they are to appear before the Sheriff to answer as to the alleged violation and their registration certificate shall be immediately confiscated and held until such time as a ruling is made by the Sheriff.
- (d) All fines issued pursuant to this Ordinance shall be collected by the Sheriff and deposited in the General Fund.

H. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval by the Lake County Council.

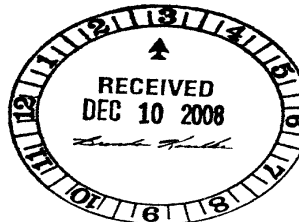
SO ORDAINED THIS 9th DAY OF DECEMBER, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



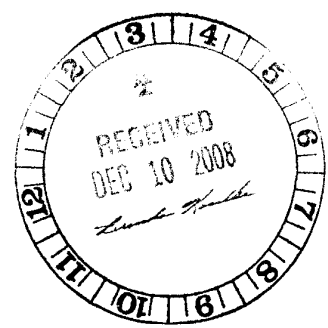
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Henry Schenk
Barrett Giff
Francis Dewey
APPROVED THIS 17th DAY OF December 20 08

Order #109 Agenda #105

In the Matter of L C Council Resolution No. 08-156 – Resolution Honoring the Kahler Middle School Spelling Team.

DuPey made a motion, seconded by Allen, to approve L C Council Resolution No. 08-156 – Resolution Honoring the Kahler Middle School Spelling Team. Motion passed 3-0.

6



RESOLUTION NO. 08-156

RESOLUTION HONORING THE KAHLER MIDDLE SCHOOL SPELLING TEAM

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all academic matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in academic contests in this State, the Nation and the World; and

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

WHEREAS, Kahler Middle School of Dyer through its Spelling Team, won the Indiana Academic Spell Bowl, Class 1 Junior Division in West Lafayette, Indiana on November 15, 2008.

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 and teachers, of the Kahler Middle School Spelling Team for capturing the Class 1 Junior Division Championship at the Indiana Academic Spell Bowl.

[Signature]
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

DATED THIS 9th day of December, 2008.

[Signature]
CHRISTINE CID, President

[Signature]
[Signature]
APPROVED THIS 17th DAY OF December 2008

[Signature]
LARRY BLANCHARD
[Signature]
THOMAS O'DONNELL
[Signature]
TED F. BILSKI

[Signature]
ERNIE DILLON
[Signature]
ELSIE FRANKLIN
[Signature]
JEROME A. RRINCE

Members of the Lake County Council

Order #110 Agenda #105

In the Matter of L C Council – Signature Page Fraternal Order of Police.

DuPey made a motion, seconded by Allen, to approve the L C Council – Signature Page Fraternal Order of Police. Motion passed 3-0.

Signature Page

The Fraternal Order of Police Chris Anton Lodge # 125, the Lake County Police Association Local # 72 AFL-CIO, the Indiana Fraternal Order of Police Labor Council, Inc, and the County Of Lake, by and through their duly authorized representatives, intending to be legally bound, Now sign this agreement this 17th of Dec, 2008.

Lake County Council

By Christine Cid
Christine Cid Councilwoman
President

By Ted Bilski
Ted Bilski Councilman

By Elsie Brown-Franklin
Elsie Brown-Franklin Councilwoman

By Ernie Dillon
Ernie Dillon Councilman

By Larry Blanchard
Larry Blanchard Councilman

By Thomas O'Donnell
Thomas O'Donnell Councilman

By ABSENT
Jerome Prince Councilman

By _____
Ray Szarmach Counsel for Lake County

By _____
Robert Lewis Counsel for Lake County

Lake County Commissioner

By Gerry Scheub
Gerry Scheub Commissioner
President

By Frances DuPey
Frances DuPey Commissioner

By Roosevelt Allen Jr.
Roosevelt Allen Jr. Commissioner

UNION / FOP

By Dan Murchek
Dan Murchek LCPA President

By _____
Robert Arnold LCPA Secretary

By _____
Robert Klasner FOP President

By _____
John Kitchen FOP Secretary

By _____
Timothy Downs FOP Labor Council

Order #111 Agenda #105

In the Matter of L C Council Resolution No. 08-157 – Resolution to Extend the Payment of a Transfer between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(B)) operating Fund/Fund NO. 107; Revenue Bond Redemption Fund/Fund No. 315; General Obligation Bond Redemption Fund/Fund No. 310.

DuPey made a motion, seconded by Allen, to approve and make a matter public record L C Council Resolution No. 08-157 – Resolution to Extend the Payment of a Transfer between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(B)) operating Fund/Fund NO. 107; Revenue Bond Redemption Fund/Fund No. 315; General Obligation Bond Redemption Fund/Fund No. 310. Motion passed 3-0.

Order #111 Agenda #105 (cont'd)

RESOLUTION NO. 08-157

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (OPERATING FUND/FUND NO. 107; REVENUE BOND REDEMPTION FUND/FUND NO. 315; GENERAL OBLIGATION BOND REDEMPTION FUND/FUND NO. 310

- WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
WHEREAS, on September 4, 2007, the Lake County Council, by Resolution No. 07-139 approved temporary loans to certain funds to be repaid to the source fund on or before December 31, 2008; and
WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the following on or before December 31, 2008:

Operating Fund/Fund No. 107, \$1,015,000.00 from Bond Fund/Fund No. 353
Revenue Bond Redemption Fund/Fund No. 315, \$560,000.00 from Bond Fund/Fund No. 353
General Obligation Bond Redemption Fund, Fund No. 310, \$377,000.00 from Bond Fund/Fund No. 353
Operating Fund/Fund No. 107, \$500,000.00 from Non-Reverting Self Insurance Fund/Fund No. 109
General Obligation Bond Redemption Fund/Fund No. 310, \$40,000.00 from Non-Reverting Land Fund/Fund No. 116

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the following temporary loans and transfers approved on September 4, 2007 by

Resolution No. 07-139 be extended to June 30, 2009, pursuant to I.C. 36-1-8-4(b) as follows:

Operating Fund/Fund No. 107, \$1,015,000.00 from Bond Fund/Fund No. 353
Revenue Bond Redemption Fund/Fund No. 315, \$560,000.00 from Bond Fund/Fund No. 353
General Obligation Bond Redemption Fund, Fund No. 310, \$377,000.00 from Bond Fund/Fund No. 353
Operating Fund/Fund No. 107, \$500,000.00 from Non-Reverting Self Insurance Fund/Fund No. 109
General Obligation Bond Redemption Fund/Fund No. 310, \$40,000.00 from Non-Reverting Land Fund/Fund No. 116

SO RESOLVED THIS 9TH DAY OF DECEMBER, 2008.



Signatures of Christine CID (President), Larry Blanchard, Thomas O'Donnell, Ted F. Bilski, Ernie Dillon, Elsie Franklin, and Jerome A. Prince.

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Approved this 17th day of December 20 08

Order #112 Agenda #105

In the Matter of L C Council Ordinance No. 1306B – Ordinance Establishing the Lake County Accident and/or Crash Report Fee.

Scheub made a motion, seconded by Allen, to approve L C Council Ordinance No. 1306B – Ordinance Establishing the Lake County Accident and/or Crash Report Fee. Motion passed 2-1, DuPey against.

ORDINANCE NO. 1306B

ORDINANCE ESTABLISHING THE LAKE COUNTY ACCIDENT AND/OR CRASH REPORT FEE

- 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,** I.C. 36-2-5-2(b) provides that the Lake County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriations made by the County Council, except as otherwise provided by law; and
- WHEREAS,** I.C. 36-1-3-8 provides that the Lake County Council has the power to impose a user fee reasonably related to reasonable and just rates and charges for services; and
- WHEREAS,** I.C. 9-29-11-1 provides that the main department under whose supervision a law enforcement officer carries on the law enforcement officers duties, may change a fee that is fixed by Ordinance of the fiscal body in an amount not less than Five (\$5.00) Dollars for each report supplied by the department; and
- WHEREAS,** the Lake County Sheriff's Department supplies copies of accident and/or crash reports made by officers as part of their duties in investigation a vehicle collision; and
- WHEREAS,** the Lake County Council desires to establish an accident and/or crash report fee of Fifteen (\$15.00) Dollars per report for supplying a copy of the report.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That there is hereby established a fee of Fifteen (\$15.00) Dollars (Fee) for each accident and/or crash report supplied by the Lake County Sheriff's Department prepared by officers as part of their

duties in investigating a vehicle collision.

2. That pursuant to I.C. 9-29-11-1(b)(2) the fee shall be deposited in a separate fund known as the "Accident Report Account" Fund (Fund).
3. That pursuant to I.C. 9-29-11-1(b)(2) money deposited in the account/fund ma be expended at the discretion of the Chief Administrative Officer of the Lake County Sheriff's Department for any purpose reasonably related to the keeping of accident reports and records, or the prevention of street and highway accidents.
4. That deposits and expenditures from the fund shall be reported to the Lake County Auditor who shall keep a record for public inspection.

SO ORDAINED THIS 9th DAY OF December, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Harry Scheub

Bonnie Allen

APPROVED THIS 17th DAY OF December 2008

Order #113 Agenda #105

In the Matter of L C Council Ordinance No 1306C – Ordinance Establishing The "Accident Report Account" Fund, A Non-Reverting Fund.

Scheub made a motion, seconded by Allen, to approve L C Council Ordinance No 1306C – Ordinance Establishing The "Accident Report Account" Fund, A Non-Reverting Fund. Motion passed 2-1, DuPey against.

ORDINANCE NO. 1306C

ORDINANCE ESTABLISHING THE "ACCIDENT REPORT ACCOUNT" 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. 36-2-5-5(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers are made; and
- WHEREAS,** I.C. 9-29-11-1 provides that the Lake County Sheriff's Department may charge a fee for supplying a copy of an accident and/or crash report made as a result of an accident investigation; and
- WHEREAS,** pursuant to I.C. 9-29-11-1 the Lake County Council has established a fee of Fifteen (\$15.00) Dollars for copies of accident and/or crash reports supplied by the Lake County Sheriff's Department; and
- WHEREAS,** pursuant to I.C. 9-29-11-1(b)(2) the fees collected shall be deposited in a separate Fund known as the "Accident Report Account" Fund; and
- WHEREAS,** the Lake County Council desires to establish the "Accident Report Account" Fund for the deposit and expenditure of fees collected pursuant to I.C. 9-25-11-1 for supplying accident and/or crash reports.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council establishes the "Accident Report Account" Fund (Fund) for the deposit and expenditure of fees collected pursuant to I.C. 9-25-11-1 for supplying accident and/or crash reports.
2. That pursuant to I.C. 9-29-11-1(b)(2) money collected in the Fund may be expended at the discretion of the Chief Administrative Officer of the Lake County Sheriff's Department for any purpose reasonably related to the keeping of accident reports and records, or prevention of street and highway accidents.
3. That money remaining in the Fund at the end of the year shall remain in the Fund and not revert to the General Fund.

SO ORDAINED THIS 9th DAY OF December, 2008.



Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Henry Scheub
Boonville Allen

APPROVED THIS 17th DAY OF December, 2008

Commissioners Attorney John Dull – TO: Provide Board of Commissioners, each, with copy of the Letter from the Indiana Ballet Theatre concerning the work being done at the building, along with a copy of the Original Contract.

The following officials were Present:

Attorney John Dull
Dan Ombac
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, January 21, 2009 at 10:00 A.M.

There being no further business before the Board at this time, Allen made a motion, seconded by DuPey, to adjourn.

ROOSEVELT ALLEN JR.

FRANCES DUPEY

GERRY SCHEUB, PRESIDENT

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR