

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 10<sup>th</sup> day of March, 2009 at about 2:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 10<sup>th</sup> day of March, 2009 at about 2:15 p.m.

Order #1 Agenda #5A

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

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

Order#2 – Agenda #5B-D

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

DuPey made a motion, seconded by Scheub, to approve the Additions – Item #6A – Munster Neighborhood Association; Item #17A – Amendment #4 to the Agreement between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake county Community Corrections in the amount of \$5,005.00; Item #26A – Proposal from The Sidwell Company for Lake County Board of Elections and Registration for GIS Services; Item #26B – 2008 Homeland Security Grant Program Sub-Grant Agreement EDS# C440-9-654A for Lake County Emergency Management; Item #26C – Lake County Health Department Inoperative Laboratory – Water Sampling Analysis Bids; Item #30A – Addendum #1 and Addendum #2 to the Specification for General Construction for Gary Magistrate Court Room 4<sup>th</sup> Floor to be ratified; Item #36A – City of Crown Point Proposed Eminent Domain Action for Crown Point City V. Thomas and Claudia Claussen, Crown Point V. Vincent and Kristi A Florence, Crown Point City V. Mary Delores Fetcko, and Crown Point City V. Christopher and Michelle Fetco; Item #36B – Termination of Lease for 7150 Indianapolis Blvd., Hammond, Indiana; Deletions – Number 16 and Number 21; no corrections, and ordered same to approve and make a matter of public record the Final Agenda. Motion passed 3-0.

Order #3 Agenda #5E

In the Matter of Certificate of Service of Meeting Notice to those who have made such written request.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion passed 3-0.

Order #4 Consent Agenda

In the Matter of Consent Agenda (Items #15A, 15B, 15C, 15D, 15E, 15F, 41, 42A, and 42B)

DuPey made a motion, seconded by Scheub, to approve the items of the Consent Agenda (Items #15A, 15B, 15C, 15D, 15E, 15F, 41, 42A, and 42B). Motion passed 3-0.

Order #4 Consent Agenda #15 A-F

In the Matter of L.C. Highway; Certificates of Liability Insurance (A. The Daltons, Inc., B. Hecht's Landscaping, Inc., C. Smith's Specialized Heavy Hauling, Inc., D. Bertocchi Plumbing, Inc., E. Nitco Holding Corp., F. Dyer Construction Company, Inc.)

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway 's Certificates of Liability Insurance (A. The Daltons, Inc., B. Hecht's Landscaping, Inc., C. Smith's Specialized Heavy Hauling, Inc., D. Bertocchi Plumbing, Inc., E. Nitco Holding Corp., F. Dyer Construction Company, Inc.). Motion passed 3-0.

Order #4 Consent Agenda #41

In the Matter of Vendor Qualification Affidavits.

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

ACADEMIC CAPITAL GROUP, INC.  
FAMILY HEALTH & WELLNESS CENTRE  
WMA PROPERTIES, LLC  
ON COMPUTER SERVICES D/B/A ON SERVICES  
EVORIK ELECTRIC INC.  
ALLIGATOR HOME IMPROVEMENT  
LAKESIDE HOME IMPROVEMENTS  
KIDSTUFF PLAYSYSTEMS, INC.  
LAMOTTE COMPANY  
DEE & BEE FASTERNERS INC.  
LJF MEDIA, LLC D/B/A NORTHERN INDIANA TRAVELHOST  
BADGE-A-MINIT, LTD  
PANZER KORPS G.D.  
CHILDREN'S ESSENTIALS, LLC  
JAMES W. TONKOVICH  
THE LUTHERAN UNIVERSITY ASSOCIATION, INC. D/B/A VALPARAISO UNIVERSITY  
D & M AUTO & TRUCK GLASS  
INDIANA UNIVERSITY – INDIANA PREVENTION RESOURCE CENTER

## Order #4 Consent Agenda #41 (cont'd)

MMR CONSULTING, INC.  
MICHAEL CADAVID

## Order #4 Consent Agenda #42A

In the Matter of Clerk's Branches Report for the months of October thru December, 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 October thru December, 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.

DuPey made a motion, seconded by Scheub, to accept the above Clerk's Branches Reports of October thru December, 2008 as submitted. Motion passed 3-0.

## Order #4 Consent Agenda #42B

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

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

## ADD Order #5 Agenda #6A

In the Matter of Munster Neighborhood Association

SPEAKER – Attorney Kavadias, Representing the Munster Neighborhood Association

Tula Kavadias, Wicker Park is an area Munster, Ours is one of the worst Neighborhoods hit in the September 14<sup>th</sup> Flood. (tape sounds like talking is from the background, can't hear clearly)

In summary, Tula Kavadias, Attorney Representing Munster Neighborhood Association, has come before the Board to express the concerns of the people in this community in an effort to encourage the Board of Commissioners how detrimental it is that the Northcote Bridge be closed. Along with Attorney Kavadias is a gentleman, Mr. Howard, who has a family and owns a home in this area that was hit hard during the Flood and expresses that it can't happen again. Respectfully, Tula Kavadias and the people of this area offers to the Board that they have on their side Engineers that would do anything they could to help the situation at hand with no charge. Lastly, Attorney Kavadias thanks the Board for the opportunity to speak.

*DuPey*, I should bring everyone up to date here, we have been meeting twice a month, next meeting will be next month which will be the third meeting, and what we have talked about at that time is we have five bridges that have serious flooding problems, Northcote Bridge being the worst because it effects the most home owners and they did have the most damage, but there are five other communities along the "Little Cal" that have serious problems. We called together Hammond, Munster, somebody was there from Gary, Griffith and Highland. The moment we said, "removing the Bridge", caused an immediately reaction from the Mayor of Hammond, which you're aware of, and they notified us that that is considered a connector road and we would not be allowed to close it and that if we did remove the Bridge then Hammond would start litigation against us and I, as one Commissioner, couldn't simply sit there and say yes we're going to just remove the Bridge and then involve us in a major lawsuit. Our Highway Engineer and our Highway Superintendent are both here today and we had discussed the realignment of the Bridge, the raising of the Bridge, the removal of the Bridge, as far as actually closing access to the Bridge, Munster Town Officials could do that on their own without us (Board of Commissioners) by simply putting barricades out there, but some of the things that were talked about at the meetings that we've had is they're new items on the market and I hate to use this word but I think it's called the "water bladder", that type of thing could be used, there's a flood gate that could be used and so we're in the process of trying to figure out what's the solution to do that.

Highway Superintendent, Marcus Malczewski, gives his insight. (tape sounds like talking is from the background, can't hear clearly)

*DuPey*, now first of all if we physically remove the Bridge we would have an expense in doing that and then if we were sued and told we can't remove the Bridge we'd have an expense of putting the Bridge back. Just to see how far the City of Hammond would go we should close the Bridge on that side to see exactly what they will do or perhaps go to Hammond and discuss the situation with the Officials of Hammond and try to work out a solution that would be satisfactory for Hammond as well as Munster so that we don't get tied up in litigation because if we get tied up in litigation it'd probably take us a lot longer to help with any flood relief and I can honestly say that that Flood was devastating, I was there and saw it first hand we had all of our County equipment for several days working and it was a very bad situation and I agree with that and if I lived there I'd probably be doing exactly what you folks are doing.

*Allen*, I'd like to say, one solution would be and it may be temporary or permanent and it's just an experience, but when Hammond was having problems on 9<sup>th</sup> Avenue going in to Hammond from Gary, Hammond simply built a "berm" there and the "berm" has been there ever since, so the Town of Munster has the same option, the Town of Munster could build a "berm" closing off that road and I'm quite sure the Commissioners wouldn't enter into any litigation against the Town of Munster for putting a "berm" there, I'm not sure what the response from the City of Hammond would be but when Hammond built "berm" closing off 9<sup>th</sup> Avenue going into Gary it became a permanent closing, the "berm" is still there the avenue is still closed off, Munster can do something similar and that might provide a temporary or maybe permanent solution to your problem.

*DuPey*, I'm sure it'll provide a permanent solution because once the floodwall is constructed if that Bridge is there then the Bridge interacts with the height of the floodwall. *Allen*, the "berm", a big mound of sandbags or dirt, would prevent the flooding.

*Tula Kavadias*, speaking in response. (tape sounds like talking is from the background, can't hear clearly)

*Dull*, I would like to include that if this Board closes the Bridge that wouldn't include sandbagging all we would do would be put some sort of wire from one side to the other and close the Bridge, just simply closing the Bridge doesn't mean that the Board is going to barricade a bunch of stuff. *DuPey*, why couldn't Munster, on their side, build their own floodwall? *Dull*, what I suggest is, the Board simply take the position that if the Munster blocks it that this Board will not take legal action to remove that barricade.

Upon further discussion, DuPey made a motion that the Board of Commissioners would consider the development of a Resolution in regard to this matter, seconded by Scheub. Motion passed 3-0.

## Order #6 Agenda #6

In the Matter of Proposals for Electrical Improvement Work in the Lake County Clerk's Office for L.C. Building Manager.

This being the day, time, and place for the receiving of proposals for Electrical Improvement Work in the Lake County Clerk's Office for Lake County Building Manager, the following proposals were received:

Continental Electric Co., Inc.	\$9,700.00
Sweney Electric Company, Inc.	\$9,920.00
Miller Electric Company of IN, Inc.	\$10,200.00

DuPey made a motion, seconded by Scheub, to take the above proposals under advisement and refer to the L.C. Building Manager for tabulation and recommendation. Motion passed 3-0.

## Order #7 Agenda #7A

In the Matter of Contract for L.C. Highway Department – Bituminous Materials and Surface Milling (Delivered and Applied) for the year 2009.

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh and Kelly, 1700 East Main Street, Griffith, IN 46317 for Bituminous Materials and Surface Milling (Delivered and Applied) for the year 2009 upon a motion by DuPey, seconded by Scheub, 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 Bituminous Materials and Surface Milling (Delivered and Applied) for the year 2009 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:

WALSH & KELLY W/ FEDERAL INSURANCE CO. in the amount of 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 BITUMINOUS MATERIALS AND SURFACE MILLING (DELIVERED AND APPLIED) FOR THE YEAR 2009 FOR THE LAKE CO. HIGHWAY FOR \$1,563,100.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 18, 2009

FRANCES DuPEY WALSH & KELLY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

## Order #7 Agenda #7B

In the Matter of Contract for L.C. Highway Department – Bituminous Materials and Surface Milling (Picked Up) for the year 2009.

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh and Kelly, 1700 East Main Street, Griffith, IN 46317 for Bituminous Materials and Surface Milling (Picked Up) for the year 2009 upon a motion by DuPey, seconded by Scheub, 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 Bituminous Materials and Surface Milling (Picked Up) for the year 2009 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:

WALSH & KELLY W/ FEDERAL INSURANCE CO. in the amount of 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 BITUMINOUS MATERIALS AND SURFACE MILLING (DELIVERED AND APPLIED) FOR THE YEAR 2009 FOR THE LAKE CO. HIGHWAY FOR \$112,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 18, 2009

FRANCES DuPEY WALSH & KELLY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

## Order #7 Agenda #7C

In the Matter of Contract for L.C. Highway Department – Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied) for the year 2009.

The Board having previously taken the above bids under advisement, does hereby award the contract to Rieth-Riley Construction Co., Inc. 7500 W. 5<sup>th</sup> Avenue, Gary, IN 46406 for Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied) for the year 2009 upon a motion by DuPey, seconded by Scheub, 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 Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied) for the year 2009 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:

RIETH-RILEY CONSTRUCTION CO., INC. W/ TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA in the amount of 10% of bid total is hereby approved by the Board of Commissioners.

## Order #7 Agenda #7C (cont'd)

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 BITUMINOUS MATERIALS FOR ROADWAY PATCHING AND BRIDGE DECK AND APPROACH, OVERLAYS (DELIVERED AND APPLIED) FOR THE YEAR 2009 FOR THE LAKE CO. HIGHWAY FOR \$307,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: March 18, 2009

FRANCES DuPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

RIETH-RILEY CONSTRUCTION CO., INC.

## Order #7 Agenda #7D

In the Matter of Contract for L.C. Highway Department – Chip and Seal for the year 2009.

The Board having previously taken the above bids under advisement, does hereby award the contract to Rieth-Riley Construction Co., Inc. 7500 W. 5<sup>th</sup> Avenue, Gary, IN 46406 for Chip and Seal for the year 2009 upon a motion by DuPey, seconded by Scheub, 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 Chip and Seal for the year 2009 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:

RIETH-RILEY CONSTRUCTION CO., INC. W/ TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA in the amount of 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 CHIP AND SEAL FOR THE YEAR 2009 FOR THE LAKE CO. HIGHWAY FOR \$315,750.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: March 18, 2009

FRANCES DuPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

RIETH-RILEY CONSTRUCTION CO., INC.

Letter of Recommendation:

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

ATTN: Roosevelt Allen Jr., 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. The recommended bid is highlighted and mark with an asterisk

**1. Bituminous Materials (Picked Up) for the year 2009**

- **Walsh and Kelly**  
**1700 East Main St.** **\$112,500.00**  
**Griffith, Indiana 46317**
- Reith-Riley Construction  
7500 W. 5<sup>th</sup> Avenue  
Gary, Indiana 46406 **\$120,000.00**

**2. Bituminous Materials and Surface Milling (Delivered & Applied)**

- **Walsh and Kelly**  
**1700 East Main St.** **\$1,563,100.00**  
**Griffith, Indiana 46317**
- Reith-Riley Construction  
7500 W. 5<sup>th</sup> Avenue  
Gary, Indiana 46406 **\$1,635,825.00**

**3. Bituminous Materials for Roadway Patching & Bridge Deck & Approach Overlays for the year 2009**

- **Reith-Riley Construction**  
**7500 W. 5<sup>th</sup> Avenue** **\$307,500.00**  
**Gary, Indiana 46406**

## Order #7 Agenda #7 A-D (cont'd)

- Valparaiso Plant  
DBA Aggregate Industries  
910 Morthland Drive \$351,560.00  
Griffith, Indiana 46317
- Walsh and Kelly  
1700 East Main St. \$417,000.00  
Griffith, Indiana 46317

**4. Chip and Seal (Seal Coat) for the year 2009**

- **Reith-Riley Construction**  
**7500 W. 5<sup>th</sup> Avenue**  
**Gary, Indiana 46406** \$315,750.00
- Walsh and Kelly  
1700 East Main St.  
Griffith, Indiana 46317 \$322,750.00

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  
2009 bid file

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
GERRY SCHEUB  
FRANCES DuPEY  
ROOSEVELT ALLEN, JR.  
APPROVED THIS 18<sup>TH</sup> DAY OF MARCH 2009

## Order #8 Agenda #8

In the Matter of BIDS; L C Highway – Replacement of Lake County Bridge #95, 149<sup>th</sup> Avenue/Reeder Road over Cedar Creek.

This being the day, time, and place for the receiving of bids for the Replacement of Lake County Bridge #95, 149<sup>th</sup> Avenue/Reeder Road over Cedar Creek for the L C Highway Department, the following bids were received:

Ellas Construction Co., Inc.	\$457,935.61
Dyer Construction Co., Inc.	\$483,607.93
Gariup Construction Company, Inc.	\$497,400.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

## Order #9 Agenda #9

In the Matter of L C Highway request to seek Proposals for Waste Disposal Services for 2009.

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for the Lake County Highway Department for Waste Disposal Services for 2009 and ordered same to be returned by Wednesday, April 15, 2009 by 9:30 a.m. Motion passed 3-0.

Able Disposal/Meyer Waste Refuse and Recycling Service	Waste Management of NWI
Allied Waste Service	

## Order #10 Agenda #10

In the Matter of L C Highway – County Utility Agreement with Northwestern Indiana Telephone Co. for telephone cable located at 109<sup>th</sup> Avenue from County Line Road going west 897' (Northside).

Scheub made a motion, seconded by DuPey, to approve the L C Highway – County Utility Agreement with Northwestern Indiana Telephone Co. for telephone cable located at 109<sup>th</sup> Avenue from County Line Road going west 897' (Northside). Motion passed 3-0.

## Order #11 Agenda #11

In the Matter of L C Highway – Change Order No. 1 for the Replacement of Lake County Bridge #77, 205<sup>th</sup>/Bruce Ditch Contract B-29775 State-0400710. Time adjustment for early project start date.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Change Order No. 1 for the Replacement of Lake County Bridge #77, 205<sup>th</sup>/Bruce Ditch Contract B-29775 State-0400710. Time adjustment for early project start date. Motion passed 3-0.

## Order #12 Agenda #12

In the Matter of L C Highway – Lake County Bridge #227, Parcel 2 Statement of Basis for Just Compensation Estimate in the amount of \$200.00.

DuPey made a motion, seconded by Scheub, to approve the Lake County Bridge #227, Parcel 2 Statement of Basis for Just Compensation Estimate in the amount of \$200.00. Motion passed 3-0.

## Order #13 Agenda #13

In the Matter of L C Highway – Offer from Monroe Pest Control, Inc. to extend their 2008 contract for pest control services at the Crown Point Garage and Lowell Garage thru the year 2009 at the same rate of \$115.00 bi-monthly not to exceed \$690.00 for the year.

DuPey made a motion, seconded by Scheub, to extend the Contract with Monroe Pest Control, Inc. accepting their offer to extend their 2008 contract for pest control services at the Crown Point Garage and Lowell Garage thru the year 2009 at the same rate of \$115.00 bi-monthly not to exceed \$690.00 for the year. Motion passed 3-0.

## Order #14 Agenda #14

In the Matter of L C Highway – Vendor Qualification Affidavit from Knox Associates, Inc. dba Knox Company.

DuPey made a motion, seconded by Scheub, to ratify the approval of the L C Highway – Vendor Qualification Affidavit from Knox Associates, Inc. dba Knox Company. Motion passed 3-0.

## Order #15 Agenda #17

In the Matter of L C Community Corrections – Amendment #3 to the Agreement entered into on July 1, 2007 for the period continuing through June 30, 2009 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections in the amount of \$95,470.00.

Scheub made a motion, seconded by DuPey, to table this item and have Judge Stefaniak send a letter of recommendation, in regard to this matter, to the Board of Commissioners. Motion passed 3-0.

## Order #16 Agenda #17A

In the Matter of L C Community Corrections – Amendment #4 to the Agreement with the Indiana Department of Correction in the amount of \$5,005.00.

Scheub made a motion, seconded by DuPey, to approve the L C Community Corrections – Amendment #4 to the Agreement with the Indiana Department of Correction in the amount of \$5,005.00. Motion passed 3-0.

**AMENDMENT #4**  
**EDS# D25-8-029**

This is an amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and Board of Commissioners and Auditor of Lake County (the "Contractor") that was entered into on July 1, 2007 for the period continuing through June 30, 2009 for the operation of a community corrections program.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the contract as follows:

The parties agree to add the following clauses to the contract.

1. The State shall provide the following services relative to this contract:

The State will utilize up to eleven (11) residential beds at the Lake County Community Corrections Residential Facility (hereinafter referred to as "the facility") for housing of parolees residing in Lake County.

2. The Contractor shall provide the following services relative to this Contract:

- a. All meals
- b. Clothing as provided to other residents residing in the facility
- c. A structured living environment
- d. Urinalysis drug testing, if sufficient cause exists to believe the resident has ingested illegal drugs or drugs to which he/she does not possess a valid prescription
- e. Recreation opportunities
- f. Programming opportunities
- g. Religious Services
- h. Positive impact group meetings
- i. GED classes, if offered within the facility
- j. Substance abuse counseling, when approved by the resident's parole agent
- k. No passes which would allow the resident to leave the facility shall be granted unless approved by the resident's parole officer
- l. All medical expenses will be the sole financial responsibility of the resident, and will not be reimbursed by the county or the Indiana Department of Correction.

3. In consideration for Contractor's services to be provided under this amendment, the State will provide consideration to the contractor at the rate of **five dollars (\$5.00)** for each residential bed utilized by the State as set forth above. The amount of this action is five thousand five dollars (\$5,005). Total remuneration under this contract shall not exceed \$4,426,587.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

**Non-Collusion and Acceptance**

Order #16 Agenda #17A (cont'd)

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly 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, to the best of his/her 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 Amendment other than that which appears upon the face hereof.

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

Indiana Department of Correction  
\_\_\_\_\_  
Edwin G. Buss, Commissioner  
Date: \_\_\_\_\_

Indiana Department of Administration:  
\_\_\_\_\_  
Mark W. Everson, Commissioner  
Date: \_\_\_\_\_

Indiana State Budget Agency:  
\_\_\_\_\_  
Christopher Ruhl, Director  
Date: \_\_\_\_\_

Approved as to Form & Legality:  
Office of the Attorney General  
\_\_\_\_\_  
Gregory F. Zoeller, Attorney General  
Date: \_\_\_\_\_

The Board of County Commissioners of Lake County:

County Commissioner:  
Gerry Scheub  
Print or Type

Gerry Scheub  
Signature  
Date: 3-18-09

County Commissioner:  
FRANCES DuPey  
Print or Type

Frances DuPey  
Signature  
Date: 3-18-09

County Commissioner:  
Roosevelt Allen Jr.  
Print or Type

Roosevelt Allen Jr.  
Signature  
Date: 3-18-09

Auditor of Lake County:  
PEGGY H. KATON  
Print or Type  
Peggy H. Katon  
Signature  
Date: 3-18-09

Order #17 Agenda #18

In the Matter of L C Juvenile Center – Contract with Midwest Integrated Health System/Aaron Johns, M.D. for Physician Services for the year 2009 in an amount not to exceed \$24,707.00 payable quarterly in the amount of \$6,176.75.

DuPey made a motion, seconded by Scheub, to approve the Contract between L C Juvenile and Midwest Integrated Health System/Aaron Johns, M.D. for Physician Services for the year 2009 in an amount not to exceed \$24,707.00 payable quarterly in the amount of \$6,176.75. Motion passed 3-0.

## Order #17 Agenda #18 (cont'd)

**EMPLOYMENT CONTRACT**  
**LAKE COUNTY JUVENILE CENTER DOCTOR**

This contract is entered into this 18<sup>th</sup> day of March, 2009 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as Board, and Midwest Integrated Health System/Aaron Johns, M.D.

For and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. **TERM**

The term of this contract is from January 1, 2009 to and including December 31, 2009 unless terminated earlier in accordance with provisions of paragraph "10".

2. **EMPLOYMENT**

- A. The Board hereby employs and agrees to pay Physician, and Physician hereby agrees to serve and function in the capacity of Physician for Lake County Juvenile Center, hereinafter referred to as Center, 3000 West 93rd Avenue, Crown Point, Indiana in accordance with the terms of this agreement.
- B. The Physician shall be in attendance at the Center on one morning each week to render whatever medical services to residents that are required or otherwise indicated under this contract.

3. **SALARY**

- A. The Board shall pay Physician the sum of twenty-four thousand seven hundred seven dollars (\$24,707.00) for services as Physician for the Center. Subject to annual funding by the Fiscal Body.
- B. The Board shall pay Physician six thousand one hundred seventy-six dollars and seventy-five cents (\$6,176.75) per quarter upon submission of the appropriate forms as required by the State Board of Accounts.

4. **SERVICES OF PHYSICIAN**

Physician agrees to:

- A. Report to the Superintendent of the Lake County Juvenile Center for operational purposes.
- B. Examine, treat and issue all standing medical orders for persons residing in the Center.

1

- C. Determine the type of equipment and supplies necessary at the Center for proper treatment and for emergencies.
- D. Meet with Superintendent for recorded quarterly updates about health services in the Center.
- E. Supervise the general health environment of the Center and make recommendations to Superintendent when unsatisfactory conditions are observed.

5. **SPECIAL PROVISIONS**

The Board and Superintendent of the Center in accordance with the respective statutory responsibilities agree that the medical care program for residents in the Center will be operated by the Superintendent and the Board in accordance with their respective statutory responsibilities such that the services of the Physician will be effectively and efficiently delivered by:

- A. The implementation policies which assure high quality medical care.
- B. The provision of adequate equipment to include replacing obsolete equipment with equipment of similar character and utility supplies, secretarial assistance as needed, and office space in the Center. Basic equipment shall include those materials which the Physician deems necessary to provide adequate medical services.
- C. The provisions of appropriate, clean space for medical examination of residents.
- D. The provision of space for the confidential storage of medical records, separate from confinement records.
- E. The implementation of no regulation of the Center which shall involve the Physician in any aspect of the custodial and/or any disciplinary process which is not related to genuine medical concerns, or which would unduly restrict or compromise the medical judgment of the Physician.

6. **PRACTICE OF MEDICINE**

Nothing in this contract shall prevent Physician from engaging in any medical practice apart from the provision of services under the contract.

7. **STANDARD OF CARE**

Physician shall perform the services required by this contract in accordance with generally acceptable medical care standards. Physician shall not be liable for any act of commission or omission in the performance of the services under this contract, if such services are

2



Order #17 Agenda #18 (cont'd)

performed with reasonable care and in accordance with acceptable standards of medical profession.

8. **AMENDMENT**

This agreement may be amended only by the execution of a written document covering new provisions.

9. **AFFIRMATIVE ACTION**

The Physician agrees by the execution of this agreement that in regards to its operation:

- A. No person shall on the grounds of race, color, national origin or sex be subject to discrimination. Where applicable this nondiscriminatory clause shall be made a part of any agreement, contract or lease between Physician and any organization, corporation, sub-contractor or other legal entity that benefits from the funds paid to Physician by this agreement.
- B. The principles of equal opportunity in employment and in delivery of service apply and the Physician 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 the nondiscrimination provisions of the agreement may be regarded as a material breach of the agreement.

10. **TERMINATION**

- A. **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.

11. **SOURCE OF FUNDS**

The source of funds for the payment of the services rendered by Physician under this employment contract are those funds within the budget for the operation of the Center under Line Item #001-420000-

423120.

12. **CONDITION**

This contract is subject to the availability and appropriation of funds for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners if required. This contract is effective the day and date first indicated above.

13. **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

  
ROOSEVELT ALLEN JR.

  
FRANCES DUPEY

  
GERRY J. SCHEUB

MIDWEST INTEGRATED HEALTH SYSTEMS  
P.O. BOX 4446  
GARY, IN 46404  
(219) 944-3522  
(219) 977-8514 FAX

  
AARON JOHNS, M.D.

ATTES:  
  
PEGGY KATINA,  
LAKE COUNTY AUDITOR

## Order #18 Agenda #19

In the Matter of L C Public Defender – Consulting Contract with John P. Rucpich for the period of March 18, 2009 to December 31, 2009 for Conflicts Attorney Services in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between L C Public Defender, Conflicts Division and John P. Rucpich for the period of March 18, 2009 to December 31, 2009 for Conflicts Attorney Services in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour, with 40% reimbursement to the County. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #19 Agenda #20

In the Matter of L C Fairgrounds – BIDS – Construction of Three (3) more or less New Handicap Accessible Fishing Piers at Fancher Lake.

This being the day, time, and place for the receiving of bids for Construction of Three (3) more or less New Handicap Accessible Fishing Piers at Fancher Lake for the L C Fairgrounds, the following bids were received:

Precision Builders, Inc.	\$316,547.00
Ryan Construction, Inc.	\$330,085.00
Gariup Construction Co., Inc.	\$297,400.00

Scheub made a motion, seconded by DuPey, to take the above mentioned bids under advisement and refer to the Fairgrounds Superintendent for further tabulation and recommendation. Motion passed 3-0.

## Order #20 Agenda #22

In the Matter of L C Calumet Township Assessor – Consulting Contract with Dock McDowell, Jr. for Attorney Services for the year 2009 in an amount not to exceed \$20,000.00 at the rate of \$150.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the Calumet Township Assessor and Dock McDowell, Jr. for Attorney Services for the year 2009 in an amount not to exceed \$20,000.00 at the rate of \$150.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of March, 2009 effective from January 1, 2009 to December 31, 2009 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**").

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:

**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 #20 Agenda #22 (cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Thousand Dollars (\$20,000.00) 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

2

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

3

Order #20 Agenda #22 (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

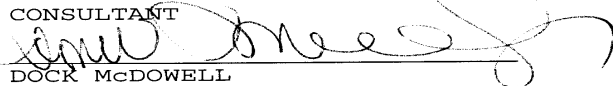
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

  
ROOSEVELT ALLEN, JR.

  
FRANCES DUPEY

  
GERRY J. SCHELLE

CONSULTANT  
  
DOCK McDOWELL

ATTEST  
  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

Order #21 Agenda #23

In the Matter of L C Treasurer – Specification: Assisting the Lake County Treasurer in conducting the 2009 Lake County Treasurer’s Tax Sale.

Scheub made a motion, seconded by DuPey, that the next Lake County Treasurer’s Tax Sale go out for bid, instead of the sale coming for the month of July. Motion passed 3-0.

Order #22 Agenda #24

In the Matter of L C Data Processing – Software Support Agreement with Manatron, Inc. for ACAMA Appraisal Site Support for unlimited users and VMS for the year 2009 in an amount not to exceed \$125,712.00 payable at the rate of \$10,476.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Software Support Agreement between Data Processing and Manatron, Inc. for ACAMA Appraisal Site Support for unlimited users and VMS for the year 2009 in an amount not to exceed \$125,712.00 payable at the rate of \$10,476.00 per month. Motion passed 3-0.

County Form 19  
County of Lake,  
State of Indiana  
R02/20/02

**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS, MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this 18<sup>th</sup> day of March, 2009 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of Lake County Data Processing and Manatron, Inc hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM  
The term of this contract is from January 1, 2009 to December 31, 2009
2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE  
This contract covers the following  
  
**A new ACAMA Appraisal Site Support for Unlimited Users and VMS limited support for Compaq Es40 at a monthly cost of \$10,476.00 – yearly cost \$125,712.00.**
3. SCOPE
  - A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor’s agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
  - B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

Order #22 Agenda #24 (cont'd)

County Form 19  
County of Lake,  
State of Indiana  
R02/20/02

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor 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 contract.
  - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
  - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

County Form 19  
County of Lake,  
State of Indiana  
R02/20/02

- 10. ON BID ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
- 11. This contract is subject to and governed by the laws of the State of Indiana.
- 12. During the term of the contract, the price shall not be adjusted.
- 13. If applicable, the provisions of I.C. 5-22 shall apply.
- 14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 18<sup>th</sup> day of March, 2009.

MANATRON INC.  
COMPANY NAME

510 E. MILLHAM AVE.  
COMPANY STREET ADDRESS

PORTAGE, MI 49002  
COMPANY CITY, STATE AND ZIP

269-567-2900  
COMPANY TELEPHONE NUMBER

269-567-2930  
COMPANY FAX NUMBER

JOHN R. HANSEN  
PLEASE PRINT COMPANY REPRESENTATIVE NAME

[Signature]  
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

[Signature]

[Signature]

[Signature]

ATTESTED:

[Signature]  
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4  
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

Order #23 Agenda #25

In the Matter of L C Data Processing – Agreement with On Services for IPM BP100 Series Number 9244685 UPS Batteries for the year 2009 in an amount not to exceed \$3,753.00.

DuPey made a motion, seconded by Scheub, to approve the Agreement between Data Processing and On Services for IPM BP100 Series Number 9244685 UPS Batteries for the year 2009 in an amount not to exceed \$3,753.00. Motion passed 3-0.

Order #24 Agenda #26

In the Matter of L C Data Processing – Service and Support Agreement with On-Site Computer, LLC, on behalf of the Lake County Sheriff, for computer consulting services for the year 2009 in an amount not to exceed \$27,000.00 payable at the rate of \$2,250.00 per month.

DuPey made a motion, seconded by Scheub, to support the L C Data Processing – Service and Support Agreement with On-Site Computer, LLC, on behalf of the Lake County Sheriff, for computer consulting services for the year 2009 in an amount not to exceed \$27,000.00 payable at the rate of \$2,250.00 per month. Motion passed 3-0.

ON-SITE Computer, LLC. Service and Support Agreement Jan-Dec 2009

**SERVICE AND SUPPORT AGREEMENT**

THIS AGREEMENT, entered into this 31<sup>st</sup> day of **December, 2008.**

Effective from January, 1 2009 to December 31, 2009 by and between **ON-SITE Computer, LLC** herein after referred to as (Service Provider) and the BOARD OF COMMISSIONERS, OF THE COUNTY OF LAKE on behalf of the **Lake County Sheriff Department** (herein after called the County).

WITNESS THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Service Provider.** The County agrees to engage the Service Provider and the Service Provider hereby agrees to perform the services designed in this contract.
  2. **Scope of Service.** The Service Provider shall do, perform and carryout in a good and professional manner the services for the County, specifically the Service Provider shall provide the following services:
    - Develop a program of technical support for its computer network inclusive of microcomputer software and hardware
    - Provide knowledge and input on current and future processes and procedures, and will look to improve these processes and procedures through the use of technology
    - Installation, configuration and maintenance of PC's, network operating systems and hardware
    - Patching systems where necessary as well as locking down systems so that only authorized personnel can access and use them
    - Identify necessary hardware and software upgrades and plan for the deployment of these upgrades
    - After hours emergency service and onsite support for software\hardware related to the network
- A. Service Provider shall include the following detailed information on invoices:
1. Indicate date of service
  2. Specify activities in detail to include with whom Service Provider met with and what work was done

## Order #24 Agenda #26 (cont'd)

ON-SITE Computer, LLC. Service and Support Agreement Jan-Dec 2009

3. Indicate the time period of the day during which the work was performed, (i.e. 10:15PM to 11:35PM)
4. Quantify this by tenths of hours (.10 +6 minutes)
3. **Time of Performance.** The services to be performed hereunder by the Service Provider shall be undertaken and completed in such a sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Service Provider a sum not to exceed **Two Thousand Two Hundred Fifty** Dollars (\$2250.00) per month payable monthly for all services required herein. Service Provider 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.
  - Compensation shall be at the rate of \$35.00 per hour for scheduled services
  - Compensation shall be at the rate of \$45.00 per hour for unscheduled/emergency services.
5. **Changes.** The County, may from time to time, require changes in the scope of the services of the Service Provider to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Service Provider, 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 by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The 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 service agreement may be waived in writing by the County by formal waiver, if, in the judgment of the County, this service agreement, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of several sections, subsections, and paragraphs set forth in this service agreement are inserted for convenience of

2

ON-SITE Computer, LLC. Service and Support Agreement Jan-Dec 2009

- reference only and shall be disregarded in construing or interpreting any of the provisions of this service agreement.
10. **Completeness of Agreement.** This agreement and any additional or supplementary document of documents incorporated herein specify 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 service agreement or any part thereof shall have 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 Service Provider.
  12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of payment to the 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 Service Provider, and the making of 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 Service Provider 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 Service Provider 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 Service Provider agrees by the execution of this service agreement that in regards to its operations.
    - 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.
    - The principles of equal opportunity in the 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.
    - 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.
    - 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.

3



Order #24 Agenda #26 (cont'd)

ON-SITE Computer, LLC. Service and Support Agreement Jan-Dec 2009

- Breach of any of the equal opportunity and or non-discrimination provisions of the agreement remedy available to the County in respect to each breach or default.
- Where applicable, non-discriminatory clauses and affirmative action clauses shall be made part of any agreement, contract, or lease between the Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Service Provider by this agreement.

15. **Miscellaneous Provisions.**

- 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.
- Service Provider may not subcontract any part of the work covered herein without prior written consent of the County.
- Service Provider will adhere to all policies set forth in Ordinance No. 12041-2 – Lake County Government Computer Usage Policy.

16. **Information Availability.**

- 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.
- 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 Service Provider and Service Providers business and computer operations. County hereby agrees that it will not, at any time disclose any such confidential or proprietary information to any person unless required by law or obtaining the prior written consent of 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.

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

ON-SITE Computer, LLC. Service and Support Agreement Jan-Dec 2009

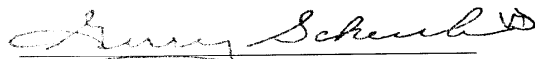
IN WITNESS WHEREOF, the County and Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

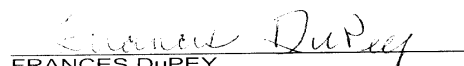
SERVICE PROVIDER

  
ON-SITE Computer, LLC.

  
ROOSEVELT ALLEN, JR.

  
GERRY J. SCHEUB

ATTEST:

  
FRANCES DUPEAY

  
PEGGY JOHNSTON  
LAKE COUNTY AUDITOR

ADD Order #25 Agenda #26A

In the Matter of L C Board Elections and Registration – Proposal from The Sidwell Company for GIS Services.

Scheub made a motion, seconded by DuPey, to approve the Proposal submitted to the Lake County Election Board from The Sidwell Company in the amount of \$59,000.00 for GIS Services in regard to the 2010 Census. Motion passed 3-0.

ADD Order #26 Agenda #26B

In the Matter of L C Emergency Management – 2008 Homeland Security Grant Program Sub-Grant Agreement EDS# C440-9-654A for Lake County Emergency Management.

Scheub made a motion, seconded by DuPey, to approve the L C Emergency Management – 2008 Homeland Security Grant Program Sub-Grant Agreement EDS# C440-9-654A for Lake County Emergency Management. Motion passed 3-0. (ORIGINAL DOCUMENT WITH L C HOMELAND SECURITY/EMA)

ADD Order #27 Agenda #26C

In the Matte of L C Health Department – Inoperative Laboratory – Water Sampling Analysis Bids.

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for the Lake County Health Department for Water Sampling Analysis Bids. Motion passed 3-0.

Order #28 Agenda #27

In the Matter of L C Board of Commissioners Resolution Honoring the 2009 Lake Central High School Bowling Team State Champions.



## Order #29 Agenda #30

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

The Board having previously taken the above bids under advisement does hereby award Arthur J. Gallagher Risk Management Services, Inc., Two Pierce Place, Itasca, IL 60143, with \$159,927 for Property and Casualty Insurance for the year 2009, having submitted the lowest most responsive bid, upon a motion made by Scheub, seconded by DuPey, with the recommendation of County Attorney John Dull and the review of Council President Larry Blanchard. Motion passed 3-0.

Letter of Recommendation

March 6, 2009

Commissioner Scheub  
Commissioner DuPey  
Commissioner Allen, Jr.

Re: Winning Bid Property and Casualty

Attached is the memo I sent to Councilman Blanchard on property insurance. The winning bidder is Arthur J. Gallagher Risk Management Services, Inc. in the amount of \$159,927.

## ADD Order #30 Agenda #30A

In the Matter of Addendum #1 and Addendum #2 to the Specification for General Construction for Gary Magistrate Court Room 4<sup>th</sup> Floor.

Scheub made a motion, seconded by DuPey, to ratify and approve the Addendums #1 and #2 to the Specification for General Construction for Gary Magistrate Court Room 4<sup>th</sup> Floor. Motion passed 3-0.

## Order #31 Agenda #31

In the Matter of BIDS: General Construction for Gary Magistrate Court Room 4<sup>th</sup> Floor.

This being the day, time, and place for the receiving of bids for General Construction for Gary Magistrate Court Room 4<sup>th</sup> Floor under the Board of Commissioners, the following bids were received:

Gough, Inc.                                 \$40,000.00

DuPey made a motion, seconded by Scheub, to reject the bid received from Gough, Inc., Form 5 had different amount versus the amount of the total bid. Motion passed 3-0.

Powers & Sons Const Co., Inc.	\$225,837.00
The Pangere Corporation	\$214,484.00
Precision Builders	\$143,324.00
Gariup Construction Co., Inc.	\$176,700.00
Pollard Construction Inc.	\$141,462.42
L.I. Combs & Sons, Inc.	\$162,310.00

Scheub made a motion, seconded by DuPey, to take the above bids under advisement for further review and tabulation. Motion passed 3-0.

## Order #32 Agenda #33

In the Matter of Resolution of the Board of Commissioners of the County of Lake, Indiana, approving the issuance of a second series of Tax Anticipation Warrants for 2009 for Lake County Parks and Recreation.

Scheub made a motion, seconded by DuPey, to approve the Lake County Board of Commissioners Resolution No. 09-04, approving the issuance of a second series of Tax Anticipation Warrants for 2009 for Lake County Parks and Recreation. Motion passed 3-0.

Order #32 Agenda #33 (cont'd)

**RESOLUTION NO. 09-04**  
**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 2009**

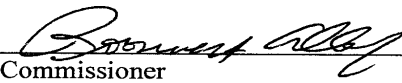
WHEREAS, on March 10th, 2009, the Lake County Council adopted Ordinance No. 1309A (the "Ordinance") authorizing the issuance of tax anticipation warrants (the "Warrants") in a principal amount not to exceed \$7,800,000 for the Parks and Recreation Debt Service Funds and the Parks and Recreation Operating 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

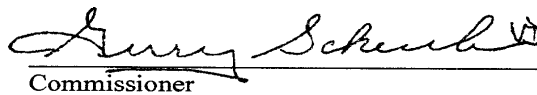
WHEREAS, the Board of Commissioners of the County (the "Board") desires to approve the issuance of the Warrants.

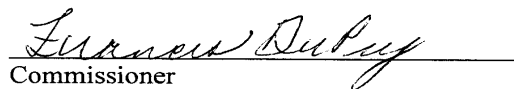
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, that the issuance of the Warrants, pursuant to the terms and conditions set forth in the Ordinance, are hereby approved, and that each member of the Board is authorized to take such actions as are necessary to issue the Warrants.

Adopted this 18<sup>th</sup> day of March, 2009.

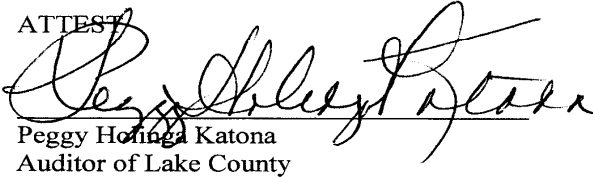
BOARD OF COMMISSIONERS OF THE  
COUNTY OF LAKE, INDIANA

  
Commissioner

  
Commissioner

  
Commissioner

ATTEST

  
Peggy Horinga Katona  
Auditor of Lake County

800162v1

Order #33 Agenda #34

In the Matter of Commissioners Quit-Claim Deed to Stephen M. Kon & Paul R. Strahanoki.

Scheub made a motion, seconded by DuPey, to approve the Commissioners Quit-Claim Deed to Stephen M. Kon & Paul R. Strahanoki for Property ID: 25-42-0121-0024, 1721 Monroe Street, Gary, IN 46407. Motion passed 3-0.

ADD Order #34 Agenda #36A

In the Matter of City of Crown Point Proposed Eminent Domain Action for Crown Point City V. Thomas and Claudia Claussen, Crown Point V. Vincent and Krista Florence, Crown Point City V. Mary Delores Fetcko, and Crown Point City V. Christopher and Michelle Fetco.

Comes now, Attorney George Patrick to give insight to the Board in regard to this matter, Scheub made a motion, seconded by DuPey, to approve. Motion passed 3-0.

ADD Order #35 Agenda #36B

In the Matter of Termination of Lease for 7150 Indianapolis Blvd., Hammond, Indiana (current North Township Assessor's Office).

DuPey made a motion, seconded by Scheub, to approve the Termination of Lease for 7150 Indianapolis Blvd., Hammond, Indiana (current North Township Assessor's Office). Motion passed 3-0.

ADD Order #35 Agenda #36B (cont'd)



**THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE**

2293 North Main Street  
Crown Point, Indiana 46307  
Phone: (219) 755-3200  
Fax: (219) 755-3084

Roosevelt Allen, Jr., First District  
Gerry J. Scheub, Second District  
Frances DuPey, Third District

Certified Mail

March 18, 2009

Greg Kaplan, President  
Pyramid Development, Inc.  
3740 179<sup>th</sup> Street  
Hammond, Indiana 46323

Marco Molina, Esq.  
8585 Broadway  
Suite 480  
Merrillville, Indiana 46410

Re: Termination of Lease for  
7150 Indianapolis Blvd, Hammond, IN

Dear Mr. Kaplan and Mr. Molina:

Attached are copies of the original lease of the subject premises and the agreement for a month to month lease beginning January 1, 2009.

The Board of Commissioners hereby gives you notice of a termination of the month to month lease at the end of April 30, 2009. The Board will have all of the contents removed by that date.

The Board is hereby confirming that the security deposit required in Section 3.2 of the original lease was never paid.

Thank you.

Sincerely,  
LAKE COUNTY BOARD OF COMMISSIONERS

Roosevelt Allen, Jr.,  
1<sup>st</sup> District

Gerry J. Scheub,  
2<sup>nd</sup> District

Frances DuPey,  
3<sup>rd</sup> District

Enclosures  
:rmk

Order #36 Agenda #37

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, December 17, 2008.

DuPey made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Wednesday, December 17, 2008, Regular Meeting. Motion passed 3-0.

Order #37 Agenda #38

In the Matter of Lake County Expense Claims to be allowed Wednesday, March 18, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, March 18, 2009 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.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order #38 Agenda #39

In the Matter of Service Agreements

Scheub made a motion, seconded by DuPey, to approve the following Service Agreements. Motion passed 3-0.

<b>L C BOARD OF ASSESSOR</b>	W/	Noble Communications
<b>L C CALUMET TOWNSHIP ASSESSOR</b>	W/	Amy Bruce
<b>L C CENTER TOWNSHIP ASSESSOR</b>	W/	Vina Mayfield
<b>L C CLERK</b>	W/	Executive Cleaning Service
<b>L C HEALTH DEPARTMENT</b>	W/	ABC Burglar Alarm System
<b>L C HEALTH DEPARTMENT</b>	W/	Chester, Inc.
<b>L C HEALTH DEPARTMENT</b>	W/	Chester, Inc.
<b>L C HEALTH DEPARTMENT</b>	W/	Noble Communications
<b>L C HEALTH DEPARTMENT</b>	W/	Noble Communications
<b>L C HEALTH DEPARTMENT</b>	W/	Noble Communications
<b>L C MAILROOM</b>	W/	Hasler Inc.
<b>L C MAILROOM</b>	W/	Indiana Mailing Systems
<b>L C JUVENILE CENTER</b>	W/	Tri-Electronics, Inc.
<b>L C SUPERIOR COURT/CRIMINAL DIV</b>	W/	Health Concepts, LLC
<b>L C SUPERIOR COURT/CRIMINAL DIV</b>	W/	Word Systems
<b>L C SUPERIOR COURT/CRIMINAL DIV</b>	W/	Word Systems
<b>L C SURVEYOR</b>	W/	Environmental System Research Institute (ERSI)

## Order #39 Agenda #40

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 3-0.

Annie Nobles	Approved
Christina Brooks	Approved
Gail Mitchell	Approved
Louberta Davis	Approved
Ethel Foster	Approved
Karla Clark	Approved
Lametia Green	Approved
Taccara Anderson	Approved
Glen Moore	Approved
Carl Johnson	Approved
Lisa McFarland	Approved
Vurnerieel Holman	Approved
Michelle Jones	Approved
Cameli Marining	Approved
Melissa Hubbard	Approved
Shanti Blair	Approved
Victoria Mobley	Approved
Gwendolyn Slaughter	Approved on condition
Rosemarie Stallworth	Approved
Loraine Bradley	Approved
Johnny Borom	Approved
Annester Walker	Approved
Rayshell Willis	Approved
Selina Windrom	Approved in part
Delores Brown	Approved
Cynthia Atkins	Approved in part
JoAnn Gearron	Approved in part
Selena Brown	Approved
Charles Byrom	Approved on condition
Crystal Turner	Approved
Okesha Blevines	Approved on condition
Cynthia Bonner	Approved
Darin Dunham	Approved in part
Mary Price	Approved
JoAnn Hooker	Approved
Josephine Dennis	Approved on condition
Erica Torres	Approved
Lori Kuykendall	Approved in part
Frank Starks	Approved in part
Nolan Campbell	Approved
Gloria Lewis	Approved
Leoney Williams	Approved in part
Lola Wills	Approved in part
Charles Williams	Approved in part
Cassandra Williams	Approved
Louwana Taylor	Approved
Richard Spurgeon	Approved in part
Eva Pincksey	Approved
Gquanishia Stallings	Denied for appellant's failure to appear
Joey Williams	Denied for appellant's failure to appear
Jolynn Moore	Denied for appellant's failure to appear
Dainell Scott	Denied for appellant's failure to appear
Tyeshia Thurman	Denied for appellant's failure to appear
Barbara Watson	Denied
Jennifer Caldwell	Denied
Shelton Anderson	Denied
Vicki Matthews	Denied for appellant's failure to appear
Trudy Miles	Denied for appellant's failure to appear
Trudie Brown	Denied for appellant's failure to appear
Julie Gunn	Denied for appellant's failure to appear
Rachel Gainer	Denied for appellant's failure to appear
Marilynn Rich	Denied for appellant's failure to appear
Kathy Lofton	Denied
Barbara Williams	Approved
Latoya Campbell	Denied for appellant's failure to appear
Candace Johnson	Denied for appellant's failure to appear
Nawal Miyahid	Denied for appellant's failure to appear
Bernadette Moore	Denied for appellant's failure to appear
Edris Galloway	Denied for appellant's failure to appear
LaKea Sewell	Denied for appellant's failure to appear
Toya Bradley	Denied
Clanerice Neely	Denied
Katrice Thurman	Denied for appellant's failure to appear
Atoi Gaines	Denied
Michael Fleming	Denied
Stephanie Dowdell	Denied for appellant's failure to appear
Russell Anson	Denied for appellant's failure to appear
Heather Smith	Denied for appellant's failure to appear

Order #39 Agenda #40 (cont'd)

Donna Lenesque	Denied for appellant's failure to appear
Nicole Donald	Denied for appellant's failure to appear
Sammie Haskins	Denied
Loretta Davidson	Denied for appellant's failure to appear
Chrystal Robinson	Denied for appellant's failure to appear
Robert Cooper	Denied for appellant's failure to appear
Nicole Walder	Denied for appellant's failure to appear
Jameice Kerney	Denied for appellant's failure to appear
Barbara Doss	Denied for appellant's failure to appear
Deanna Hobbs	Denied for appellant's failure to appear
Tanya Franklin	Denied for appellant's failure to appear
Shanita Allen	Denied for appellant's failure to appear
Luella Moore	Denied for appellant's failure to appear
Jennifer Lacy	Denied for appellant's failure to appear
Latrinia Young	Denied
Shaunte' Williams	Denied
Sharlet Saxton	Denied for 11/08 rend & add request
Janiele Vazquez	Denied for appellant's failure to appear
Ukeka Hodge	Denied for appellant's failure to appear
Qurkeysha McFarland	Denied for appellant's failure to appear
Pearlie Williams	Denied for appellant's failure to appear
Tamisha Patterson	Denied for appellant's failure to appear

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-25.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-25, Resolution Honoring Lake county Parks 2008 outstanding Park Program Award Winner. Motion passed 3-0.

RESOLUTION NO. 09-25

**RESOLUTION HONORING LAKE COUNTY PARKS  
2008 OUTSTANDING PARK PROGRAM AWARD WINNER**

WHEREAS, Lake County's Parks and Recreation Department operates and maintains the County's parks, pools, beaches, campgrounds and nature centers; conducts recreation programs; and supervises the selection, design and development of County Park property; and

WHEREAS, the Lake County Parks Department annually offers "The Legend of Sleepy Hollow" at Buckley Homestead Living History Farm with approximately 1200 people attending the event yearly; and

WHEREAS, the State of Indiana Parks and Recreation Association has named the Lake County Parks the 2008 Outstanding Park Program Award for "The Legend of Sleepy Hollow".

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the Lake County Parks for being named the 2008 Outstanding Park Program Award Winner by the State of Indiana Parks and Recreation Association for its annual offering of "The Legend of Sleepy Hollow"; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Lake County Parks and Recreation Department.



DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Jerome A. Prince*  
JEROME A. PRINCE

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuPey*  
*Larry Scheub*

APPROVED THIS 11<sup>th</sup> DAY OF MARCH 20 09

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-26.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-26, Resolution Honoring Lake County Parks Outstanding Special Award Winner. Motion passed 3-0.

RESOLUTION NO. 09-26

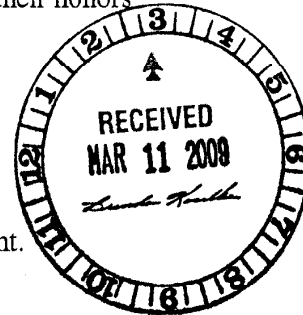
**RESOLUTION HONORING LAKE COUNTY PARKS  
2008 OUTSTANDING SPECIAL AWARD WINNER**

WHEREAS, Lake County's Parks and Recreation Department operates and maintains the County's parks, pools, beaches, campgrounds and nature centers; conducts recreation programs; and supervises the selection, design and development of County Park property; and

WHEREAS, Oak Ridge Prairie County Park has a wheelchair accessible hayride wagon, which is the only one in Indiana Parks; and

WHEREAS, the State of Indiana Parks and Recreation Association has named the Lake County Parks the 2008 Outstanding Special Award winner for its wheelchair accessible hayride.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the Lake County Parks for being named the 2008 Outstanding Special Award Winner by the State of Indiana Parks and Recreation Association for its wheelchair accessible hayride at Oak Ridge Prairie County Park; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Lake County Parks and Recreation Department.



DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Jerome A. Prince*  
JEROME A. PRINCE

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Samuel ...*

*Larry Scheub*

*Francis DuPey*  
APPROVED THIS 10<sup>th</sup> DAY OF March 2009



Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-27.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-27, Resolution Honoring Robert Nickovich. Motion passed 3-0.

**RESOLUTION NO. 09-27**

**RESOLUTION HONORING ROBERT NICKOVICH**

WHEREAS, in 1972, ROBERT NICKOVICH joined the Lake County Parks as a recreation supervisor and became director of planning and development before his appointment as Lake County Parks CEO in 1981; and

WHEREAS, ROBERT NICKOVICH is a charter member and the project manager of the Indiana Grand Kankakee Marsh Restoration Project Steering Committee and a partner in the North American Coastal Project; and

WHEREAS, MR. NICKOVICH was the recipient of the Indiana Department of Natural Resources Conservationist of the Year Award and the Professional of the Year Award from the Lake County Convention and Visitors Bureau; and

WHEREAS, the Indiana Parks and Recreation Association named ROBERT NICKOVICH the "Professional of the Year".

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council in recognition of the meritorious service to the citizens of Lake County honors ROBERT NICKOVICH for his outstanding service as a civic and community leader, and for the honor of being named the Professional of the Year by the Indiana Parks and Recreation Association; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ROBERT NICKOVICH.



DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Ernie Dillon*  
ERNIE DILLON

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Bonny Scheub*  
*Francesca DuPey*  
APPROVED THIS 10<sup>th</sup> DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-28.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-28, Resolution Honoring The Lake Central High School Girls Bowling Team. Motion passed 3-0.

**RESOLUTION NO. 09-28**

**RESOLUTION HONORING THE LAKE CENTRAL HIGH SCHOOL GIRLS BOWLING TEAM**

**WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

**WHEREAS,** Lake County has generously sent forth its spirited youth to compete in 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 competition demands; and

**WHEREAS,** the Lake Central High School Girls Bowling Team captured the Indiana High School Bowling State Championship on February 21, 2009, scoring the highest total for a girls team in the Indiana State Finals, the highest five-person female game in Indiana history, the fifth highest ever in the nation and earning its third State Title in seven years.

**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 Lake Central High School Girls Bowling Team, for their capture of first place at the Indiana High School Bowling State Finals; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LAKE CENTRAL HIGH SCHOOL GIRLS BOWLING TEAM.



**DATED THIS 10th day of March, 2009.**

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Francis DuPey*  
APPROVED THIS 10 DAY OF March 2009

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-29.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-29, Resolution Honoring Anthony Hawkins, Indiana State Wrestling Champion – 112 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO.** 09-29

**RESOLUTION HONORING ANTHONY HAWKINS,  
INDIANA STATE WRESTLING CHAMPION - 112 POUND WEIGHT DIVISION**

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

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

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

**WHEREAS,** ANTHONY HAWKINS, of Crown Point High School won the Indiana State Wrestling Championship - 112 Pound Weight Division, with a season record of 42 wins and 0 losses.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ANTHONY HAWKINS for capturing first place in the Indiana State Wrestling Meet - 112 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ANTHONY HAWKINS.

DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.



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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 18 DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-30.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-30, Resolution Honoring Jason Tsirtsis, Indiana State Wrestling Champion – 125 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 09-30**

**RESOLUTION HONORING JASON TSIRTSIS,  
INDIANA STATE WRESTLING CHAMPION - 125 POUND WEIGHT DIVISION**

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

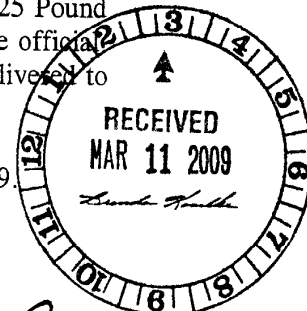
**WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

**WHEREAS,** JASON TSIRTSIS, of Crown Point High School won the Indiana State Wrestling Championship - 125 Pound Weight Division.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JASON TSIRTSIS for capturing first place in the Indiana State Wrestling Meet - 125 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to JASON TSIRTSIS.

DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.



*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*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

*Francis J. DePuy*  
Francis J. DePuy

APPROVED THIS 10 DAY OF March, 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-31.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-31, Resolution Honoring Marcus Shrewsbury, Indiana State Wrestling Champion – 189 Pound Weight Division. Motion passed 3-0

**RESOLUTION NO. 09-31**

**RESOLUTION HONORING MARCUS SHREWSBURY,  
INDIANA STATE WRESTLING CHAMPION - 189 POUND WEIGHT DIVISION**

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

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

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

**WHEREAS,** MARCUS SHREWSBURY, of Crown Point High School won the Indiana State Wrestling Championship - 189 Pound Weight Division.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to MARCUS SHREWSBURY for capturing first place in the Indiana State Wrestling Meet - 189 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to MARCUS SHREWSBURY.

DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.



*[Signature]*  
HARRY BLANCHARD, President

*[Signature]*  
CHRISTINE CID

*[Signature]*  
THOMAS O'DONNELL

*[Signature]*  
TED F. BILSKI

*[Signature]*  
ERNIE DILLON

*[Signature]*  
ELSIE FRANKLIN

*[Signature]*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*  
*[Signature]*

*[Signature]*  
APPROVED THIS 11 DAY OF March, 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-32.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-32, Resolution Honoring Frankie Porras, Indiana State Wrestling Champion – 130 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 09-32**

**RESOLUTION HONORING FRANKIE PORRAS,  
INDIANA STATE WRESTLING CHAMPION - 130 POUND WEIGHT DIVISION**

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

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

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

**WHEREAS,** FRANKIE PORRAS, of Hobart High School won the Indiana State Wrestling Championship - 130 Pound Weight Division, with a season record of 40 wins and 1 loss.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to FRANKIE PORRAS for capturing first place in the Indiana State Wrestling Meet - 130 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to FRANKIE PORRAS.

DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.



*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Ernie Dillon*  
ERNIE DILLON

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis DuPey*  
*Henry Scheub*  
APPROVED THIS 11 DAY OF March, 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-33.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-33, Resolution Honoring The Crown Point High School Wrestling Team. Motion passed 3-0.

**RESOLUTION NO. 09-33**

**RESOLUTION HONORING THE CROWN POINT HIGH SCHOOL WRESTLING TEAM**

**WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

**WHEREAS,** Lake County has generously sent forth its spirited youth to compete in 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 competition demands; and

**WHEREAS,** Crown Point High School Wrestling Team captured the Indiana State Wrestling Championship on February 28, 2009, the first for any region team since the implementation of the duals format in 1995-1996 and the first for any area team since Chesterton in 1989.

**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 Crown Point High School Wrestling Team, for their capture of first place at the Indiana State Wrestling Finals; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the CROWN POINT HIGH SCHOOL WRESTLING TEAM.



DATED THIS 10th day of March, 2009.

*Larry Blanchard*  
 LARRY BLANCHARD, President

*Christine CID*  
 CHRISTINE CID

*Thomas O'Donnell*  
 THOMAS O'DONNELL

*Ted F. Bilski*  
 TED F. BILSKI

*Ernie Dillon*  
 ERNIE DILLON

*Elsie Franklin*  
 ELSIE FRANKLIN

*Jerome Prince*  
 JEROME PRINCE  
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Ernie Scheub*

*Frances DuPey*  
 APPROVED THIS 10<sup>th</sup> DAY OF March 20 09

Members of the Lake County Council

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-34.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-34, Resolution Honoring Chris Johnson, 100 Yard Breaststroke State Champion. Motion passed 3-0.

**RESOLUTION NO. 09-34**

**RESOLUTION HONORING CHRIS JOHNSON,  
100 YARD BREASTSTROKE STATE CHAMPION**

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

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

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

**WHEREAS,** CHRIS JOHNSON, a senior at Lake Central High School and defending State champion in the breaststroke, won the 100 yard breaststroke at the IHSAA Boys State Swimming and Diving Championships, with a time of 55.23 seconds.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to CHRIS JOHNSON for capturing first place in the 100 yard breaststroke at the IHSAA Boys State Swimming and Diving Championships; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to CHRIS JOHNSON.

DULY ADOPTED by the Lake County Council, this 10th day of March, 2009.



*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Fed F. Bilski*  
FED 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

*Ronald Allen*

*Larry Scheub*

*Francis DuPey*  
APPROVED THIS 11 DAY OF March, 2009



Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-35.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-35, Resolution Proclaiming March as Disability Awareness Month. Motion passed 3-0.

**RESOLUTION NO.** 09-35

**RESOLUTION PROCLAIMING  
MARCH AS DISABILITY AWARENESS MONTH**

**WHEREAS,** disability is a natural part of the human experience and in no way diminishes the right of individuals with disabilities to live independently, enjoy self-determination, make choices, contribute to society and experience full in the economic, political, social, cultural and educational mainstream of American society; and

**WHEREAS,** family members, friends and members of the community can play a central role in enhancing the lives of people with disabilities especially when the family and community are provided with necessary support services; and public and private employers are aware of the capabilities of people with disabilities to be engaged in competitive work in inclusive settings; and

**WHEREAS,** the goals of Lake County include providing individuals with disabilities the opportunities and support to make informed choices and decisions, live in homes and communities where such individuals can exercise their full rights and responsibilities as citizens; pursue meaningful and productive lives; contribute to their family, community, State and Nation; have interdependent friendships and relationships with others; and achieve full inclusion in society; and

**WHEREAS,** public awareness and education enhance a community's understanding of the issues affecting people with disabilities; and

**WHEREAS,** the Lake County Council desires to proclaim March as Disability Awareness Month in an effort to increase public awareness and education.

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

That the Lake County Council declares March as Disability Awareness Month in Lake County.

SO RESOLVED THIS 10th day of March, 2009.



*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Ernie Dillon*  
ERNIE DILLON

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Rory Scheub*  
RORY SCHEUB

*Elsie Franklin*  
ELSIE FRANKLIN

*Ped F. Bilski*  
PED F. BILSKI

*Francis DuPey*  
APPROVED THIS 10 DAY OF March 2009

*Tom Prince*  
TOM PRINCE

Members of the Lake County Council

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-36.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-36, Resolution Permitting The Lake County Board of Commissioners To Pay An Outstanding 2008 Invoice/Debt from The 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-36**

**RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF COMMISSIONERS TO PAY AN OUTSTANDING 2008 INVOICE/DEBT FROM THE 2009 BUDGET**

WHEREAS, the Lake County Board of Commissioners, is currently operating in the 2009 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2008, has not been paid:

<u>001-2900-43995</u>	<u>Other Services &amp; Charges</u>
London Witte Group	\$ 5,000.00

WHEREAS, the Lake County Council desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2008 expense shall be paid from the Lake County Board of Commissioners 2009 Budget:

<u>001-2900-43995</u>	<u>Other Services &amp; Charges</u>
London Witte Group	\$ 5,000.00

SO RESOLVED THIS 10th day of March, 2009.



*Larry Blanchard*  
 LARRY BLANCHARD, President

*Christine Cid*  
 CHRISTINE CID

*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

*Francis DePuy*  
 Francis DePuy

APPROVED THIS 18<sup>th</sup> DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-37.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-37, Resolution Permitting The Lake County Council To Pay An Outstanding 2008 Invoice/Debt from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-37**

**RESOLUTION PERMITTING THE LAKE COUNTY COUNCIL TO PAY AN OUTSTANDING 2008 INVOICE/DEBT FROM THE 2009 BUDGET**

**WHEREAS**, the Lake County Council is currently operating in the 2009 Budget; and

**WHEREAS**, the following invoice/debt incurred in the Budget year of 2008, has not been paid:

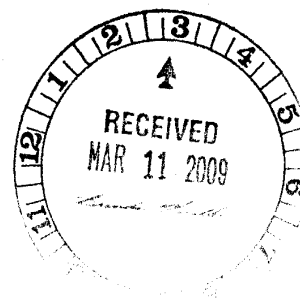
<u>001-3700-43145</u>	<u>Legal Services</u>
Frost Brown Todd, LLC	\$ 1,562.56

**WHEREAS**, the Lake County Council desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2008 expense shall be paid from the Lake County Council's 2009 Budget:

<u>001-3700-43145</u>	<u>Legal Services</u>
Frost Brown Todd, LLC	\$ 1,562.56



SO RESOLVED THIS 10TH DAY OF MARCH, 2009.

*Larry Blanchard*  
 LARRY BLANCHARD, President

*Christine CID*  
 CHRISTINE CID

*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

*Francis DuPey*  
 APPROVED THIS 18 DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-38.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-38, Resolution Permitting The Office of the Public Defender to pay Outstanding 2005 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #40 Agenda #43 (cont'd)

**RESOLUTION NO. 09-38**

**RESOLUTION PERMITTING THE OFFICE OF  
THE PUBLIC DEFENDER TO PAY  
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2009 BUDGET**

**WHEREAS**, the Office of the Public Defender, is currently operating in the 2009 Budget; and

**WHEREAS**, the following invoices/debts incurred in the Budget year of 2005 have not been paid:

<u>001-4002-43232</u> Timothy J. Ormes	<u>Travel-Meals</u> \$ 95.00
<u>001-4002-43233</u> Timothy J. Ormes	<u>Travel-Lodging</u> \$ 181.70
<u>001-4002-43235</u> Timothy J. Ormes	<u>Travel-Mileage</u> \$ 140.65

**WHEREAS**, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Office of the Public Defender's 2009 Budget:

<u>001-4002-43232</u> Timothy J. Ormes	<u>Travel-Meals</u> \$ 95.00
<u>001-4002-43233</u> Timothy J. Ormes	<u>Travel-Lodging</u> \$ 181.70
<u>001-4002-43235</u> Timothy J. Ormes	<u>Travel-Mileage</u> \$ 140.65

SO RESOLVED THIS 10TH DAY OF MARCH, 2009.

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

\_\_\_\_\_  
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Barrett Hill* 3/99

*Garry Schaub*

*Thomas J. Hill*

APPROVED THIS 10<sup>th</sup> DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-39.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-39. Motion passed 3-0.

**RESOLUTION NO. 09-39**

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

**WHEREAS**, Lake County, Indiana is qualified as an Urban County for entitlement funding under the Community Development Block Grant (CDBG) Program provided under the Housing and Community Development Act of 1974 as amended, and the HOME Investment Partnership (HOME) Program enacted under Title II of the Cranston Gonzales National Affordable Housing Act of 1990.

**WHEREAS**, Lake County, is preparing to submit its Annual Action Plan which is required by the U.S. Department of Housing and Urban Development for continued CDBG, HOME, ADDI and other housing related funding, and;

**WHEREAS**, it is in the best interest of the citizens of Lake County that it should prepare this annual Action Plan and obtain these funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lake County Council that the Lake County Board of Commissioners is authorized to file an Annual Consolidated Plan and execute a grant agreement with the U.S. Department of Housing and Urban Development for a estimated \$ 1,931,000.00 representing Fiscal Year 2009 funding plus \$360,114.00 CDBG (ARRA) and \$550,643.00 Homeless Prevention Fund to the County.

Dated this 10th day of March, 2009.

*Larry Blanchard*  
Larry Blanchard, President



*Ernie Dillon*  
Ernie Dillon

*Elsie Franklin*  
Elsie Franklin

*Christine Cid*  
Christine Cid

*Ted Bilski*  
Ted Bilski

*Thomas O'Donnell*  
Thomas O'Donnell

*Jerome Prince*  
Jerome Prince

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council *[Signature]*

*[Signature]*

*[Signature]*

APPROVED THIS 11th DAY OF March 20 09

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-40.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-40, Resolution Permitting Lake County Sheriff to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-40**

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

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

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

<u>001-3100-43920</u>	<u>Food and Lodging</u>
CSV Sales, Inc.	\$ 5,886.95

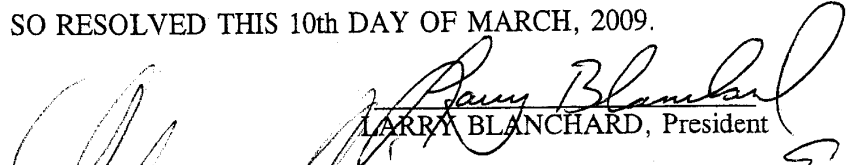
**WHEREAS**, the Sheriff's Department desires to pay the above invoices/debts due.


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


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

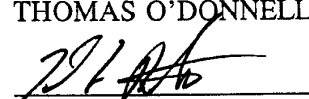
<u>001-3100-43920</u>	<u>Food and Lodging</u>
CSV Sales, Inc.	\$ 5,886.95


SO RESOLVED THIS 10th DAY OF MARCH, 2009.


  
 LARRY BLANCHARD, President

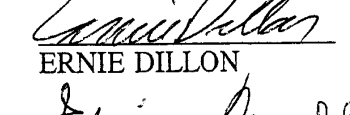
  
 CHRISTINE CID

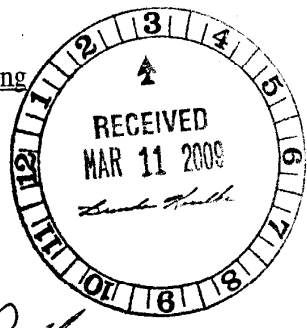
  
 THOMAS O'DONNELL

  
 TED F. BILSKI

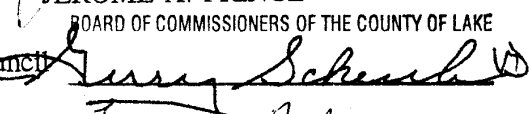
  
 ERNIE DILLON

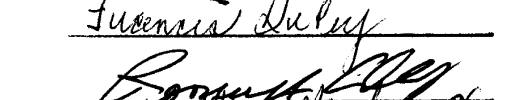
  
 ELSIE FRANKLIN

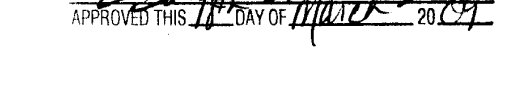
  
 JEROME A. PRINCE



Members of the Lake County Council

  
 JERRY SCHEUB

  
 DUPEY

  
 APPROVED THIS 11th DAY OF March 2009

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-41.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-41, Resolution Permitting Lake County Sheriff to pay Outstanding 2006, 2007 and 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #40 Agenda #43 (cont'd)

RESOLUTION NO. 09-41

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY  
OUTSTANDING 2006, 2007 AND 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

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

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006, 2007, and 2008 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
City of Crown Point	\$ 576.00
Dr. Barbara Critton-Green	860.00
H & H Specialist	253.95
Indy Orthopedics	122.21
Methodist Anesthesia	1,440.00
Methodist Hospital South	41,044.36
Northern Indiana Orthopedic	250.00
Dr. William Pierce	476.00
Surgical Associates	5,801.06
Urology Consultant of NWI	928.39
Walk Rite Medical	125.00
	<u>\$51,876.97</u>

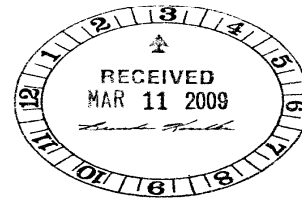
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2009 Budget the following invoices/debts incurred in the calendar years 2006, 2007 and 2008 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
City of Crown Point	\$ 576.00
Dr. Barbara Critton-Green	860.00
H & H Specialist	253.95
Indy Orthopedics	122.21
Methodist Anesthesia	1,440.00
Methodist Hospital South	41,044.36
Northern Indiana Orthopedic	250.00

Dr. William Pierce	476.00
Surgical Associates	5,801.06
Urology Consultant of NWI	928.39
Walk Rite Medical	125.00
	<u>\$51,876.97</u>



SO RESOLVED THIS 10th DAY OF MARCH, 2009.

*Larry Blanchard*  
LARRY BLANCHARD, President

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ped F. Bilski*  
PED 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 Schuch*

APPROVED THIS 18th DAY OF March 20 09

Order #40 Agenda #43

In the Matter of L C Council Resolutions, Resolution No. 09-42.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-42, Resolution Permitting The Indiana Department of Child Services to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-42**

**RESOLUTION PERMITTING THE INDIANA DEPARTMENT OF CHILD SERVICES TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

**WHEREAS,** the Indiana Department of Child Services is currently operating in the 2009 Budget; and

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

168-504-43963	Care of Wards/Institutions CW	\$2,937,116.55
168-504-43993	Wards/Institutions PB	1,252,179.48
168-504-43967	Miscellaneous Costs CW	102,266.31
168-504-43997	Miscellaneous Costs PB	99,891.83
168-504-43972	Wards/Foster Homes CW	1,529,892.98
168-504-43994	Wards/Foster Homes PB	14,956.06
168-504-43961	Preservation Services CW	1,236,364.84
168-504-43999	Preservation Services PB	722,515.81
168-504-43975	Adoption Services	30,912.73

(See Attached Exhibit "A")

**WHEREAS,** the Lake County Council desires to pay the above invoices/debts due.

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

That the following 2008 expenses shall be paid from the Indiana Department of Child Services' 2009 Budget:

168-504-43963	Care of Wards/Institutions CW	\$2,937,116.55
168-504-43993	Wards/Institutions PB	1,252,179.48
168-504-43967	Miscellaneous Costs CW	102,266.31
168-504-43997	Miscellaneous Costs PB	99,891.83
168-504-43972	Wards/Foster Homes CW	1,529,892.98
168-504-43994	Wards/Foster Homes PB	14,956.06
168-504-43961	Preservation Services CW	1,236,364.84
168-504-43999	Preservation Services PB	722,515.81
168-504-43975	Adoption Services	30,912.73

(See Attached Exhibit "A")

SO RESOLVED THIS 10th day of March, 2009.

*Christine CID*  
CHRISTINE CID

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ped F. Bilski*  
PED F. BILSKI

*Larry Blanchard*  
LARRY BLANCHARD, President

*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

*Bonnie Hill*  
*Gary Scheub*  
*Francis DuPey*

APPROVED THIS 18 DAY OF March 2009



## Order #40 Agenda #43

In the Matter of L C Council Ordinances, Ordinance No. 1309A.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Ordinance No. 1309A, 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 Parks and Recreation Debt Service Funds and The Parks and Recreation Operating Fund of the County and The Parks and Recreation Department 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. Motion passed 3-0.

**ORDINANCE NO. 1309A**

**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 PARKS AND RECREATION DEBT SERVICE FUNDS AND THE PARKS AND RECREATION OPERATING FUND OF THE COUNTY AND THE PARKS AND RECREATION DEPARTMENT 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 Parks and Recreation Debt Service Funds and the Parks and Recreation Operating Fund (collectively, the "Funds") to meet the respective current running expenses of the County or department thereof payable from each of the Funds during the fiscal year ending on the last day of December 2009, and prior to the respective June and December settlements and distributions of taxes levied for each of the Funds; 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 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**, there remains to be collected for the year 2008 a portion of the taxes so levied for each of the Funds during such year and other anticipated revenues for the remainder of 2009, and an emergency exists requiring the borrowing of money with which to meet the current

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Order #40 Agenda #43 (cont'd)

running expenses of the County payable from each of the Funds provided for in the 2009 budget, 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 each of the Funds 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 each of the Funds actually levied 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 each of the Funds 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 each of the Funds for the remainder of 2009 are estimated to produce in the aggregate, with respect to each of the respective Funds, an amount in excess of the principal of and interest on the temporary loans for each of the respective 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 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;

-2-

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

**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 each of the Funds prior to the receipt of anticipated revenues of the County for the remainder of 2009, including, without limitation, taxes levied in 2008 and payable in 2009, for each of the Funds. For the purpose of paying the current running expenses of the County payable from each of the Funds, 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 Seven Million Eight Hundred Thousand Dollars (\$7,800,000), 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. A separate Warrant or Warrants shall be issued with respect to each of the Funds. 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 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>
Parks and Recreation Debt Service Fund	\$2,800,000
Parks and Recreation Operating Fund	\$5,000,000

-3-

## Order #40 Agenda #43 (cont'd)

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 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, after September 1, 2009, without penalty, 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 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 Seven Million Eight Hundred Thousand Dollars (\$7,800,000), subject to applicable law, with the Warrants issued with respect to each of the

-4-

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Funds issued up to or less than the maximum principal amount established for such 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 respective Fund upon which such Warrant is issued. There is hereby appropriated and pledged to the payment of all Warrants issued with respect to each 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 in 2008 and payable in 2009, for such 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 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 Funds (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) for each of the Funds 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

-5-

Order #40 Agenda #43 (cont'd)

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.

**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\_  
(PARKS AND RECREATION \_\_\_\_\_ FUND)

Warrant Fund: Parks and Recreation \_\_\_\_\_ 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, after September 1, 2009, without penalty, 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 Parks and Recreation \_\_\_\_\_ 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 March \_\_, 2009 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 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

Order #40 Agenda #43 (cont'd)

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: Bonnie Alley  
County Commissioner  
Henry Scheub  
County Commissioner  
Frances DePuy  
County Commissioner

ATTEST  
Peggy Whitaker  
Auditor

[End of Form of Warrant]

Notwithstanding anything in this Ordinance to the contrary (including the form of Warrant in this Section 3 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 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.

Order #40 Agenda #43 (cont'd)

**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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DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,  
LAKE COUNTY, INDIANA, THIS 10TH DAY OF MARCH, 2009.

  
\_\_\_\_\_  
TED BILSKI

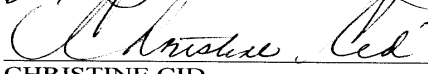
  
\_\_\_\_\_  
ELSIE BROWN-FRANKLIN

  
\_\_\_\_\_  
ERNIE DILLON

  
\_\_\_\_\_  
THOMAS C. O'DONNELL

  
\_\_\_\_\_  
JEROME PRINCE

  
\_\_\_\_\_  
LARRY BLANCHARD

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

ATTEST  
  
\_\_\_\_\_  
PEGGY MOLINGA KATONA, AUDITOR



Order #41 Agenda #44A

In the Matter of Appointments: Lake County Emergency Management Agency Director.

Scheub made a motion, seconded by DuPey, to appoint Jodi Richmond as Lake County Emergency Management Agency Director. Motion passed 3-0.

Order #42 Agenda #44B

In the Matter of Appointments: Grievance Review Board.

DuPey made a motion, seconded by Scheub, to support the appointment of Reverend Dr. W. Maurice White to the Lake County Grievance Review Board. Motion passed 3-0.

The following officials were Present:

Attorney John Dull  
Brenda Koselke  
Jim Bennett  
Delvert Cole  
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, April 15, 2009 at 10:00 A.M.

There being no further business before the Board at this time, Scheub made a motion, seconded by DuPey, to adjourn.

\_\_\_\_\_  
ROOSEVELT ALLEN, JR., PRESIDENT

\_\_\_\_\_  
FRANCES DUPEY, COMMISSIONER

\_\_\_\_\_  
GERRY SCHEUB, COMMISSIONER

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR