

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 16th day of November, 2009 at about 2:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16th day of November, 2009 at about 2:45 p.m.

Board President, Commissioner Allen, announces that the Board has a new agenda format in effort to make the meetings more efficient but not as time consuming.

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 #5 B-E

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

Scheub made a motion, seconded by DuPey, to approve the Additions: **Item 22I** – Hermits Lake Wastewater Treatment Facility – Clarifier Top Rebuild; Deletions: **Number 23A** and **Number 23B**; and Corrections: **Number 37A** – Not to exceed \$30,000.00; **Number 38A** – Board of Commissioners Order Dissolving The Lake County TIF, and ordered same to approve and make a matter of public record the Final Agenda and Certificate of Service of Meeting Notice to those who have made such written request. Motion passed 3-0.

Order #3 Agenda #6

In the Matter of Special Guest Recognition

The Board hereby recognizes the officials present at the meeting today: Mary Brown, City of Gary Councilwoman, Vanesse Dabney, Director of City of Gary Redevelopment, Rev Kaeto Brooks, Union Officials, Sheriff Dominguez, Auditor Peggy Katona, and Joel Rodriguez, Economic Director City of Gary.

Order #4 Consent Agenda

In the Matter of Consent Agenda (Items: 7A, 9 A-C, 11A, 12A, 13 A-C, 14A, 16A, 17 A-B, 18 A-D, 19 A-D, 20A, 21A, 22 B-K, 24A, 25A, 26A, 27A, 28A).

Scheub made a motion, seconded by DuPey, to approve the items under the Consent Agenda (Items: 7A, 9 A-C, 11A, 12A, 13 A-C, 14A, 16A, 17 A-B, 18 A-D, 19 A-D, 20A, 21A, 22 B-K, 24A, 25A, 26A, 27A, 28A). Motion passed 3-0.

Order #4 Consent Agenda #7A

In the Matter of Sign-In Sheet from Bidders Conference held on 11/04/09.

Scheub made a motion, seconded by DuPey, to approve the Sign-In Sheet from Bidders Conference held on 11/04/09. Motion passed 3-0.

Companies Present:

Staples	Fidone Trucking, Inc.	Town & Country Printing	McShane's Inc.	Staples
41241 11 Mile Road	779 W 275 S	1001 Summit Street	1844-45 th	2110 Castlevue
Novi, MI 46375	Hebron, IN 46341	Crown Point, IN 46307	Munster, IN 46321	Schererville, IN 46375

Order #4 Consent Agenda #9A

In the Matter of L C Sheriff – Approval of Specification for Electronic Monitoring and names and addresses of vendors invited to submit proposals.

Scheub made a motion, seconded by DuPey, to approve the Sheriff's specification for Electronic Monitoring and names and addresses of vendors invited to submit proposals. Motion passed 3-0.

Isecuretrac	Offender Monitoring Solutions	BI Incorporated	Midwest Monitoring
Pro Tect Monitoring	Secure Alert	GPS Monitoring Solutions	
ICU Court Monitoring, LLC		People Track USA	

Order #4 Consent Agenda #9B

In the Matter of L C Building Manager – Specification for Cafeteria Restoration – Proposals to be returned by Wednesday, December 16, 2009 prior to 9:30 A.M.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for Cafeteria Restoration, for the area in which was damaged by a car during an accident, for the Building Manager proposals to be returned by Wednesday, December 16, 2009 prior to 9:30 A.M. Motion passed 3-0.

P & S Construction

Gariup Construction

Polet Construction

Order #4 Consent Agenda #9C

In the Matter of L C Building Manager – Specification for Commercial Waste Removal for 2010 – Proposals to be returned by Wednesday, December 16, 2009 prior to 9:30 A.M.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for Commercial Waste Removal for 2010 for the Building Manager, proposals to be returned by Wednesday, December 16, 2009 prior to 9:30 A.M. Motion passed 3-0.

Waste Management

Allied Waste Service

Able Disposal

Order #4 Consent Agenda #11A

In the Matter of L C Highway – Certificates of Liability Insurance (Boyd Construction Company; Quest Communications Company LLC; Gariup Construction Company; Gariup Construction Company).

Scheub made a motion, seconded by DuPey, to make a matter of public record the Certificates of Liability Insurance for the Highway Department (Boyd Construction Company; Quest Communications Company LLC; Gariup Construction Company; Gariup Construction Company). Motion passed 3-0.

Order #4 Consent Agenda #12A

In the Matter of E-9-1-1: Jim Bennett – Resolution concerning Consolidation.

Scheub made a motion, seconded by DuPey, to adopt Resolution No. 09-14, Resolution of the Lake County Board of County Commissioners regarding Dispatch Center Consolidation. Motion passed 3-0.

Resolution No. 09-14

RESOLUTION OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

DISPATCH CENTER CONSOLIDATION

RESOLVED, Lake County will develop a plan to consolidate its 17 dispatch centers in accordance with state law and move toward increased communications interoperability among Lake County and other local, state and federal public safety agencies to improve the safety of Lake County residents in the most cost effective manner.

After the Lake County Board of County Commissioners approves the plan, it is the intention of the Board to proceed with implementation of the plan.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Henry Scheub
Samuel
 APPROVED THIS 18 DAY OF November, 2009

Order #4 Consent Agenda #13A

In the Matter of Performance Bonds, Payment Bonds, Maintenance Bonds: L C Highway – Gariup Construction Company for Bridge #294, Broad Street over Cady Marsh Ditch.

Scheub made a motion, seconded by DuPey, to approve the Performance Bond and Payment Bond between the Lake County Commissioners, Lake County Highway Department and Gariup Construction Company for the construction of Lake County Bridge #294 Broad Street over Cady Marsh Ditch. Motion passed 3-0.

Order #4 Consent Agenda #13A (cont'd)

Original
294

PERFORMANCE BOND

Bond No.: 929 488 593

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: Gariup Construction Co., Inc.

as principal and

SURETY: Continental Casualty Company
(Name)

333 S. Wabash Avenue, Chicago, IL 60604
(Address)

as Surety,

are firmly bound unto Lake County, Indiana in the penal sum of an amount equal to **ONE HUNDRED PERCENT** of the amount of the Principal's bid, if the proposal is accepted, for the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents. (\$233,700.00)

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond; Project: Bridge Rehabilitation, County Bridge No. 294, Broad Street over Cady Marsh Ditch.

NOW, THEREFORE, if Lake County shall award the Principal the contract for work and the Principal shall promptly enter into a contract with Lake County, for the work and shall well and faithfully do and perform the same in all respects according to the plans and specifications and according to the time, terms, and conditions specified in this contract to be entered into, and in accordance with all requirements of law and shall promptly pay all debts incurred by the Principal or a subcontractor in the construction of the work, including labor, service, and materials furnished and shall remain in effect at least one year after the date when final payment becomes due, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

Order #4 Consent Agenda #13A (cont'd)

<< CONTRACTOR >>

 Gariup Construction Co., Inc.

 (Signature)
 Matthew Gariup

 (Printed)
 Treasurer

 (Title)

State of Indiana. County of Lake, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Matthew Gariup as Principal and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: March 16, 2016

 (County of Residence) Newton Co., IN Sunday Detamore
 (Notary Signature) Sunday Detamore

<< SURETY >>

 Continental Casualty Company
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances Jurey
Henry Scheibel
Boyd Holt
 APPROVED THIS 18th DAY OF October, 2009

 (Signature)
 Cynthia L. Jenkins

 (Printed)
 Attorney in Fact

 (Title)

State of Indiana. County of Marion, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Cynthia L. Jenkins as ^{Surety} ~~Principal~~ and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: August 22, 2017

Madison
 (County of Residence) _____
Brenda Johnston
 (Notary Signature) Brenda Johnston

Order #4 Consent Agenda #13A (cont'd)

Original
294

PAYMENT BOND

Bond No.: 929 488 593

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: Gariup Construction Co., Inc.

as principal and

SURETY: Continental Casualty Company
(Name)

333 S. Wabash Avenue, Chicago, IL 60604
(Address)

as Surety,

are firmly bound unto Lake County, Indiana in the penal sum of an amount equal to **ONE HUNDRED PERCENT** of the amount of the Principal's bid, if the proposal is accepted, for the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents. (\$233,700.00)

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond; Project: Bridge Rehabilitation, County Bridge No. 294, Broad Street over Cady Marsh Ditch.

NOW, THEREFORE, if Lake County shall award the Principal the contract for work and the Principal shall promptly enter into a contract with Lake County, for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or other person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

Order #4 Consent Agenda #13A (cont'd)

<< CONTRACTOR >>

 Gariup Construction Co., Inc.

 (Signature)
 Matthew Gariup

 (Printed)
 Treasurer

 (Title)

State of Indiana. County of Lake, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Matthew Gariup as Principal and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: March 16, 2016

Newton County, IN
 (County of Residence) _____

 (Notary Signature) Sunday Detamore

<< SURETY >>

 Continental Casualty Company
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

 (Signature)

 Cynthia L. Jenkins

 (Printed)

 Attorney in Fact

 (Title)
 APPROVED THIS 18 DAY OF NOVEMBER 2009

State of Indiana. County of Marion, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Cynthia L. Jenkins as ^{Surety} ~~Principal~~ and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: August 22, 2017

Madison
 (County of Residence) _____

 (Notary Signature) Brenda Johnston

Order #4 Consent Agenda #13B

In the Matter of Performance Bonds, Payment Bonds, Maintenance Bonds: L C Highway – Gariup Construction Company for Bridge #226, Grand Boulevard over Deep River.

Scheub made a motion, seconded by DuPey, to approve the Performance Bond and Payment Bond between the Lake County Commissioners, Lake County Highway Department and Gariup Construction Company for the construction of Lake County Bridge #226 Grand Boulevard over Deep River. Motion passed 3-0.

Order #4 Consent Agenda #13B (cont'd)

Original

226

ROAD-STRUCTURE CONSTRUCTION

BOARD OF COMMISSIONERS
LAKE COUNTY, INDIANA

PERFORMANCE BOND

Bond No.: 929 488 592

KNOW ALL MEN BY THESE PRESENTS: That we, Gariup Construction Co., Inc.
3965 Harrison Street, Gary, IN 46408,

hereinafter called the Principal and Continental Casualty Company
333 S. Wabash Avenue, Chicago, IL 60604,

hereinafter called the Surety, are held firmly bound unto the Board of Commissioners, Lake County, Indiana, hereinafter called the Commission, in the penal sum of Four Hundred Ninety-Two Thousand and 24/100ths dollars (\$ 492,000.24) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS ABOVE OBLIGATION IS SUCH, that whereas the above Principal did on this 7th day of October, 2009, enter into a Contract with the Commissioners for Project No. _____,

Description:

Bridge No. 226 on Grand Boulevard Over Deep River, Lake County, Indiana

which said Contract is made a part of this Bond the same as though set forth herein.

NOW, THEREFORE, if the said Principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materials, men and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract, and furthermore warranting and guaranteeing the workmanship and material in this improvement for a period of one (1) year as provided in the Contract, we agreeing, and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim as well as for the obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.


Order #4 Consent Agenda #13B (cont'd)

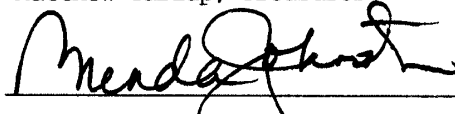
The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to other terms of the Contract or to the work or to the specifications.

Signed, sealed and acknowledged in the presence of:

Gariup Construction Co., Inc.


Contractor


Matthew Gariup, Treasurer



Brenda Johnston, Attorney in Fact

Continental Casualty Company
Surety

COMMISSION


1st District


2nd District


3rd District

ATTEST:


Auditor

Order #4 Consent Agenda #13B (cont'd)

Original

PAYMENT BOND

Bond No.: 929 488 592

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: Gariup Construction Co., Inc.

as principal and

SURETY: Continental Casualty Company
(Name)

333 S. Wabash Avenue
(Address)

Chicago, IL 60604

as Surety,

are firmly bound unto Lake County, Indiana in the penal sum of an amount equal to **ONE HUNDRED PERCENT** of the amount of the Principal's bid, if the proposal is accepted, for the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents. (\$492,000.24)

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond; Project: Bridge No. 226

on Grand Boulevard Over Deep River, Lake County, Indiana
NOW, THEREFORE, if Lake County shall award the Principal the contract for work and the Principal shall promptly enter into a contract with Lake County, for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or other person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

Order #4 Consent Agenda #13B (cont'd)

<< CONTRACTOR >>

 Gariup Construction Co., Inc.

 (Signature)
 Matthew Gariup

 (Printed)
 Treasurer

 (Title)

State of Indiana. County of Lake, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Matthew Gariup as Principal and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: March 16, 2016

Newton County, IN
 (County of Residence) _____
 (Notary Signature) Sunday Detamore
 Sunday Detamore

<< SURETY >>

 Continental Casualty Company

 (Signature)
 Brenda Johnston

 (Printed)
 Attorney in Fact

 (Title)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Gerry Scheub
Bonnie Allen
 MADE A MATTER OF PUBLIC RECORD
 THIS 18th DAY OF November 2009

State of Indiana. County of Marion, SS: _____
 Before me, the undersigned Notary Public, personally appeared:

Brenda Johnston as ~~Principal~~ Surety and acknowledged the execution of the
 above bond on this 7th day of October, 2009.

My Commission Expires: April 16, 2010

Hamilton
 (County of Residence) _____
 (Notary Signature) Sheree K. Hsieh
 Sheree K. Hsieh

Order #4 Consent Agenda #13C

In the Matter of Performance Bonds, Payment Bonds, Maintenance Bonds: L C Plan Commission – Release of Maintenance Bond for Bryridge Valley, Unit 2 - \$430,376.14.

Scheub made a motion, seconded by DuPey, to approve the L C Plan Commission – Release of Maintenance Bond for Bryridge Valley, Unit 2 - \$430,376.14. Motion passed 3-0.

RELEASE

WHEREAS, RAY AND DAVID BRYAN, principal has on the 17th day of October 2007 filed a Maintenance Bond in the form of an Irrevocable Standby Letter of Credit (No. 2003-ILC-479) Issued by BANK CALUMET in the amount of **Four Hundred Thirty Thousand Three Hundred Seventy Six and 14/100 Dollars (\$430,376.14)** for required improvements in **Bryridge Valley Unit 2.**

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond in the form of an Irrevocable Standby Letter of Credit (No. 2003-ILC-479) Issued by BANK CALUMET in the amount of **Four Hundred Thirty Thousand Three Hundred Seventy Six and 14/100 Dollars (\$430,376.14)** effective this date.

Dated 18th DAY OF November, 2009

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

Order #4 Consent Agenda #14A

In the Matter of Service Agreements: Various Departments – Various Items.

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

L C BOARD OF COMMISSIONERS	W/	ABC Burglar & Fire Alarm Corp.
L C BOARD OF COMMISSIONERS	W/	ABC Burglar & Fire Alarm Corp.
L C BOARD OF COMMISSIONERS	W/	Boulevard Sales
L C BOARD OF COMMISSIONERS	W/	Waste Management of Indiana LLC
L C BOARD OF COMMISSIONERS	W/	Rochester Midland, Corp.
L C BOARD OF COMMISSIONERS	W/	Ray's Snowplowing
L C BOARD OF COMMISSIONERS	W/	Bloomfield Mechanical Corp.
L C BOARD OF COMMISSIONERS	W/	Coverall Health-Based Cleaning System
L C ROSS TOWNSHIP ASSESSOR	W/	Cynthia Saberniak
L C SHERIFF DEPARTMENT	W/	Noble Communications/Nextel/Sprint

Order #4 Consent Agenda #16A

In the Matter of Poor Relief Decisions

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

Octavia Clark	Denied for appellant's failure to appear
Janice Harland	Denied for appellant's failure to appear
Billy Cross	Denied for appellant's failure to appear
Elizabeth Gray	Denied for appellant's failure to appear
Chauncey Griffin	Denied for appellant's failure to appear
Chakoe Spilock	Denied for appellant's failure to appear
Jesse Couley	Denied for appellant's failure to appear
Tasha Danzy	Denied for appellant's failure to appear
Nakia Jones	Denied for appellant's failure to appear
Sophia Thomas	Denied for appellant's failure to appear
Bernice Ousley-Isbell	Remanded to township for further consideration and review
Gwendolyn Slaughter	Denied
Daniel Rosanio	Denied
Felicia Winborn	Denied for appellant's failure to appear
Eva Thomas	Denied for appellant's failure to appear
Gwendolyn Hampton	Denied for appellant's failure to appear
Earl Chessier III	Denied for appellant's failure to appear
Al'Moud Williams	Denied for appellant's failure to appear
Lawyer Horton Jr.	Denied for appellant's failure to appear
Sheldon Bell	Denied for appellant's failure to appear
Layciea Moore	Remanded to township for further consideration and review
Phillip Woodson	Denied
Kenneth Dixon	Denied for appellant's failure to appear
Clarence Tillotson	Denied
Tora Smith	Remanded to township for further consideration and review
Diane Ewing	Denied
Janet Roger	Denied for appellant's failure to appear
Theresa McCall	Denied for appellant's failure to appear
Denissa Stewart	Denied for appellant's failure to appear
Larry Brooks	Denied for appellant's failure to appear
Lanetta Henderson	Denied for appellant's failure to appear
Betty Kelly	Denied for appellant's failure to appear
Nashay Merrett	Denied for appellant's failure to appear
Latricia Cooper	Denied for appellant's failure to appear
Elaine Lawrence	Denied for appellant's failure to appear
Sharon Dinicola	Denied
Anthony Goodlaw	Denied for appellant's failure to appear
Damika Lepay	Denied for appellant's failure to appear
Addie Mayes	Denied for appellant's failure to appear
Pamela Pruitt	Denied for appellant's failure to appear
Bobby Johnson	Denied for appellant's failure to appear
Manine Muffitt	Denied for appellant's failure to appear
Andrea Lawrence	Denied for appellant's failure to appear
Damaris Ginoria	Denied
Katherine Berry	Denied for appellant's failure to appear
Everett Allen	Denied for appellant's failure to appear
Darlene Stansil	Denied for appellant's failure to appear
John Darden	Denied for appellant's failure to appear
Kenneth Robinson Sr.	Remanded to township for further consideration and review
Shonda Crews	Approved
Willie Anios Jr.	Approved
Eric Sparks	Approved
Lynette Robinson	Approved
Victory Collins	Approved
Larry Brooks	Approved
Nadja Anderson	Approved
Tierra McHenry	Approved
Renee Edmonds	Approved
Tammy Houston	Approved
LaTonya Putle	Approved
William Rhodes	Approved
Phyllis Thompson	Approved
John Ford	Approved

Order #4 Consent Agenda #16A (cont'd)

Denise Anderson	Approved
Latisha Hick	Approved
Minnie Williams	Approved
Richard Perey	Approved
Eric Lewis	Approved
Carlos Vazquez	Approved
Ricky Evanovich	Approved
Alice Jordan	Approved in part
James Person	Approved
Climmil Richmond	Approved
Theodore Hunter	Approved on condition
Jamillat LaWornny	no decision specified
Angie Ochoa	Approved
Danielle Carliens	Approved
Vanessa Mister	Approved in part
Ambria Johnson	Approved
Patricia Hart	Approved
Tanisha Patterson	Approved
LaTanya Jones	Approved
LaKea Sewell	Approved
Robert Harris	Approved
Tarchelle Champion	Approved
Edna Johnson	Approved on condition
Andrea Riley	Approved
Nellie Walker	Approved
Starlitha McCoy	Approved
Cecil Broadshaw	Approved
Ashley Hammond	Approved
Barbara Williams	Approved
Brittany Brown	Approved
Cynthia Grice	Approved
Nicole Taylor	Approved
Maggie Dillon	Approved/Remanded to township for further consideration and review
Walter Williams Jr.	Approved
Jose Abrego	Approved on condition
Janet Koger	Approved
Alicia Escamillia	Approved
Johnny Johnson Sr.	Approved on condition
Dale Wilson	Approved
Elizabeth Williams	Approved
Marsha Thomas	Approved
Lola Wells	Approved
Rhnee English	Approved
Sharon Flack	Approved

Order #4 Consent Agenda #17A

In the Matter of Clerk's Branches Report for the months of January thru September, 2009.

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 January thru September 2009. 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.

Scheub made a motion, seconded by DuPey, to accept the above Clerk's Branches Reports of January thru September 2009 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #17B

In the Matter of Treasurer's Departmental Report for the month of September, 2009.

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 September 2009. 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.

Scheub made a motion, seconded by DuPey, to accept the above Treasurer's Report of September 2009 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #18A

In the Matter of Contract Extensions: L C Highway – Jerri M. Fassoth and William J. Fassoth for Deer Disposal.

Scheub made a motion, seconded by DuPey, to approve the extension of the Deer Disposal Contract between L C Highway and Jerri M. Fassoth and William J. Fassoth with the same terms, conditions and costs for the calendar year 2010. Motion passed 3-0.

Order #4 Consent Agenda #18B

In the Matter of Contract Extensions: L C Highway – Midwest Toxicology Service, Inc. for drug and alcohol testing services.

Scheub made a motion, seconded by DuPey, to approve the extension of the Agreement for drug and alcohol testing services with Midwest Toxicology Service, Inc. on behalf of the Highway Department. Motion passed 3-0.

Order #4 Consent Agenda #18C

In the Matter of Contract Extensions: L C Highway – Monroe Pest Control for the Crown Point and Lowell Garages.

Scheub made a motion, seconded by DuPey, to approve the contract extension with Monroe Pest Control for the Crown Pont and Lowell Garages under the same terms and conditions for 2010 as 2009 on behalf of the Highway Department. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #18D

In the Matter of Contract Extensions: L C Highway – Midwestern Electric for traffic signal monitoring management.

Scheub made a motion, seconded by DuPey, to approve the extension of the Contract between L C Highway, Board of Commissioners and Midwestern Electric for traffic signal monitoring management under the same terms and conditions as of the 2007 Agreement. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #19A

In the Matter of Contract Ratification: L C Highway – Agreement for the Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch with Gariup Construction Company, Inc. - \$233,700.00.

Scheub made a motion, seconded by DuPey, to ratify the approval of the Agreement between L C Highway and Gariup Construction Company, Inc. for the Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch, \$233,700.00. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #19B

In the Matter of Contract Ratification: L C Highway – Agreement for the Rehabilitation of Lake County Bridge #226, Grand Boulevard over Deep River with Gariup Construction Company, Inc. - \$491,999.24.

Scheub made a motion, seconded by DuPey, to ratify the approval of the Agreement between L C Highway and Gariup Construction Company, Inc. for the Rehabilitation of Lake County Bridge #226, Grand Boulevard over Deep River, \$491,999.24. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #19C

In the Matter of Contract Ratification: L C Highway – Indiana Department of Transportation-Local Public Agency Project Coordination Contract American Recovery and Reinvestment Act of 2009 Funding EDS #A249-10-310 Des. No. 0901004, 0901005.

Scheub made a motion, seconded by DuPey, to ratify the approval of the Indiana Department of Transportation-Local Public Agency Project Coordination Contract American Recovery and Reinvestment Act of 2009 Funding EDS #A249-10-310 Des. No.0901004, 0901005 on behalf of L C Highway Department. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #19D

In the Matter of Contract Ratification: L C Assessor – Reassessment Contract Addendum.

Scheub made a motion, seconded by DuPey, to ratify the L C Assessor's Reassessment Contract Addendum. Motion passed 3-0. (no paperwork)

Order #4 Consent Agenda #20A

In the Matter of County Utility Agreements: L C Highway – Dyer Construction Company – 16400 Clay Street (164th and Clay Street).

Scheub made a motion, seconded by DuPey, to approve the County Utility Agreement between L C Highway and Dyer Construction Company. Motion passed 3-0.

Order #4 Consent Agenda #21A

In the Matter of Grants: L C Community Corrections – Grant Agreement – American Recovery and Reinvestment Act Edward Byrne Memorial Justice Assistance Grant - \$473,720.00.

Scheub made a motion, seconded by DuPey, to approve the Grant Agreement – American Recovery Edward Byrne Memorial Justice Assistance Grant on behalf of L C Community Corrections. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL COPY)

Order #4 Consent Agenda #22B

In the Matter of Consulting Agreements: L C Surveyor – Delta III, Inc. - \$4,400.00.

Scheub made a motion, seconded by DuPey, to approve the Consulting Agreement between L C Surveyor and Delta III, Inc. in the amount of \$4,400.00. Motion passed 3-0.

Order #4 Consent Agenda #22C

In the Matter of Consulting Agreements: L C Treasurer – Personal Property Tax Collection – Jewell Harris, Jr.

Scheub made a motion, seconded by DuPey, to approve the Personal Property Tax Collection Agreement with Jewell Harris Jr. on behalf of the Lake County Treasurer's Department. Motion passed 3-0.

(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22D

In the Matter of Consulting Agreements: L C Treasurer – Personal Property Tax Collection – Ronald Ostojic.

Scheub made a motion, seconded by DuPey, to approve the Personal Property Tax Collection Agreement with Ronald Ostojic on behalf of the Lake County Treasurer's Department. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22E

In the Matter of Consulting Agreements: L C Treasurer – Personal Property Tax Collection – John Stanish.

Scheub made a motion, seconded by DuPey, to approve the Personal Property Tax Collection Agreement with John Stanish on behalf of the Lake County Treasurer's Department. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22F

In the Matter of Consulting Agreements: L C Treasurer – Real Property Tax Collection – Jewell Harris, Jr.

Scheub made a motion, seconded by DuPey, to approve the Real Property Tax Collection Agreement with Jewell Harris Jr. on behalf of the Lake County Treasurer's Department. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22G

In the Matter of Consulting Agreements: L C Treasurer – Real Property Tax Collection – Alexander Lopez

Scheub made a motion, seconded by DuPey, to approve the Real Property Tax Collection Agreement with Alexander Lopez on behalf of the Lake County Treasurer's Department. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22H

In the Matter of Consulting Agreements: L C Treasurer – Real Property Tax Collection – Sandra Verwey.

Scheub made a motion, seconded by DuPey, to approve the Real Property Tax Collection Agreement with Sandra Verwey on behalf of the Lake County Treasurer's Department. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22I

In the Matter of Consulting Agreements: L C Commissioners – Development Visions Group – Hermits Lake Sanitary Sewer Utility System - \$86,560.00

Scheub made a motion, seconded by DuPey, to approve the Development Visions Group – Hermits Lake Sanitary Sewer Utility System in the amount of \$86,560.00. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

ADD Order #4 Consent Agenda #22I

In the Matter of Consulting Agreements: L C Commissioners – Development Visions Group – Hermits Lake Wastewater Treatment Facility – Clarifier Top Rebuild.

Scheub made a motion, seconded by DuPey, to approve the Hermits Lake Wastewater Treatment Facility – Clarifier Top Rebuild. Motion passed 3-0.

Order #4 Consent Agenda #22J

In the Matter of Consulting Agreements: L C Assessor – Nexus Group, Inc. for General Reassessment.

Scheub made a motion, seconded by DuPey, to approve the Model Amendment to Contract for General Reassessment with Nexus Group, Inc. on behalf of the L C Assessor's Office. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #4 Consent Agenda #22K

In the Matter of Consulting Agreements: L C Commissioners – Karas Insurance Services, Inc.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners Consulting Agreement with Karas Insurance Services, Inc. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

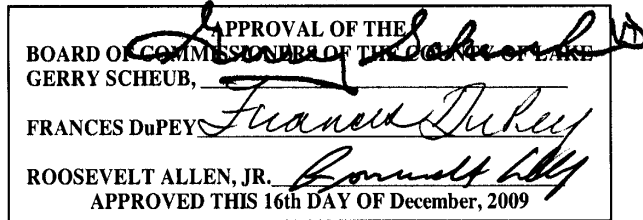
Order #4 Consent Agenda #24A

In the Matter of Assignments: L C Commissioners – Office of the Attorney to the Board of Commissioners 2010 Attorney Staff Assignments/Compensation.

Scheub made a motion, seconded by DuPey, to approve the 2010 Attorney Staff Assignments/Compensation for the Office of the Attorney to the Board of Commissioners. Motion passed 3-0.

Order #4 Consent Agenda #24A (cont'd)

**OFFICE OF THE ATTORNEY TO THE BOARD OF COMMISSIONERS
2010 ATTORNEY STAFF ASSIGNMENTS / COMPENSATION******



<p>John S. Dull P.O. Box 14058 Merrillville IN 46411-4058 jsdull@yahoo.com</p>	<p><u>Commissioners' Attorney†</u> Attorney for the Board of Commissioners Administrative Assistant to the Commissioners Building Manager's Office Finance Board Commissioners Meetings *Drainage Board Purchasing *Bonds / TAW/Loans Any elected official or county agency not specifically identified Auditor matters, except for those matters under contract to Auditor, Treasurer, or Another Official/Department Lake County Assessor, in those cases with Parker Poe Public Works Commissioners Real Estate Labor Attorney Highway Recorder Mail Room Veterans Services Weights and Measures All Real Estate Issues of Whatever Kind Quiet Title and Treasurer Perfection for all County entities Lake County Combined Juvenile Detention Center Lake County Public Records Commission Poor Relief appeals along with Administrative Assistant County Tax Appeal Lawyer for cases other than those assigned to Parker Poe or Marilyn Meighen Lake County PTABOA At County Monday-Friday at least 4 hours each day.</p>	<p>Phone 219-644-7172 Fax 219-988-5639</p>
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<p>Joseph S. Irak** 9219 Broadway Merrillville IN 46410</p>	<p><u>Senior Assistant Attorney†</u> Fairgrounds Plan Commission Board of Zoning Appeals/Enforcement Pipelines and Utilities Contractors Licensing Board/Enforcement Plan Commission Enforcement Health Department Enforcement Hermits Lake Operations/Unpaid Monthly Service Collections Township Trustees without separate attorneys and Assessors Not under the County Assessor or who do not have separate attorneys Health Dept. Operations Unsafe Buildings Board/Enforcement At County on Mondays from 8:30 a.m. to 4:30 p.m.</p>	<p>Phone 219-769-4552 Fax 219-769-3875 Pager 219-752-2751</p>
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* Commissioners' attorney acts as independent contractor for Drainage Board and Bonds/TAW/Loans. These duties are separate from other Commissioners' attorney assignments.

** Assistant attorneys do not report to Commissioners' attorney in representing these clients but act as independent contractors.

*** Compensation in accordance with county salary schedule plus legal services as follows: (1) \$52,286 [salary] and \$22,500 [413110 Legal Services] for Commissioners' Attorney; (2) \$28,699.84 [salary] and \$7,500 [413110 Legal Services] for each Senior Assistant Attorney on Commissioners' staff.

**** **IC 36-2-2-30 Employment of attorney to represent and advise executive** Sec. 30. (a) the executive may employ and fix the compensation of an attorney to represent and advise the executive. (b) For the purposes of Section 9, Article 2 of the Constitution of the State of Indiana, employment by a county executive as an attorney does not constitute a lucrative office.

† Trial and litigation paid for out of Self-Insurance fund is not a part of John Dull or Joe Irak's job assignment. These two attorneys will be paid separately for work that they do on Self-Insurance cases.

Note: Each attorney shall meet with the elected official and/or department head of an assigned area and establish a procedure which shall include as a minimum the following: (1) weekly meetings in person with the elected official and/or department head at such times scheduled by the elected official and/or department head; (2) establish a procedure so that the attorney can be reached in

Order #4 Consent Agenda #25A

In the Matter of IDEM Information Notices: L C Commissioners – Indiana Department of Environmental Management (3).

Scheub made a motion, seconded by DuPey, to approve the Information Notices from the Indiana Department of Environmental Management. Motion passed 3-0.

Order #4 Consent Agenda #26A

In the Matter of Certificates of Liability Insurance: Various – McQueary Henry Bowles Troy, LLP; Wiltjer Excavating, Inc.; Clear Channel Outdoor, Inc.

Scheub made a motion, seconded by DuPey, to approve the Certificates of Liability Insurance for McQueary Henry Bowles Troy, LLP; Wiltjer Excavating, Inc.; Clear Channel Outdoor, Inc. (filed with the IDEM Notices). Motion passed 3-0.

Order #4 Consent Agenda #27A

In the Matter of Continuation Certificates, Reinstatement Notices: Various – TCEI Inc.; Oakwood Contractors Inc.; Aquamist Plumbing & Lawn Sprinkling Co., Inc.; The Little Guys Inc. dba The Little Guys; Horvath Communications, Inc.; John's Paving Co., Inc.

Order #4 Consent Agenda #27A (cont'd)

Scheub made a motion, seconded by DuPey, to approve the Continuation Certificates (TCEI Inc.; Oakwood Contractors Inc.; Aquamist Plumbing & Lawn Sprinkling Co., Inc. and Horvath Communications, Inc.), and ordered same to approve the Reinstatement Notices (The Little Guys Inc. dba The Little Guys, and John's Paving Co., Inc.) (filed with the IDEM Notices). Motion passed 3-0.

Order #4 Consent Agenda #28A

In the Matter of Cancellation Notices: Various - Roy's Paving and SealCoating; Solaris Roofing Solutions, Inc.; Alberici Constructors, Inc.; CEM Services LLC; Dave Huge Builders, Inc.; James Chadwick dba Northwest Exteriors; Roy's Paving and Seal Coating Co.; Alpine Homes, Inc.; Vogel Plumbing Inc.; Green Mill Group Inc.; Wehmeyer, John – All Masonry; Juan P. Herrera dba R&J Renovations; Alberici Constructors; D & S Constructing LLC; Millenium Drywall, Inc.; Triad Associates dba Concordia-Triad; Triad Associates dba Concordia-Triad; Eichelberg Plastering, Inc.; The Little Guys Inc. dba The Little Guys.

Scheub made a motion, seconded by DuPey, to approve the Cancellation Notices filed with the IDEM Notices, etc. (Roy's Paving and SealCoating; Solaris Roofing Solutions, Inc.; Alberici Constructors, Inc.; CEM Services LLC; Dave Huge Builders, Inc.; James Chadwick dba Northwest Exteriors; Roy's Paving and Seal Coating Co.; Alpine Homes, Inc.; Vogel Plumbing Inc.; Green Mill Group Inc.; Wehmeyer, John – All Masonry; Juan P. Herrera dba R&J Renovations; Alberici Constructors; D & S Constructing LLC; Millenium Drywall, Inc.; Triad Associates dba Concordia-Triad; Triad Associates dba Concordia-Triad; Eichelberg Plastering, Inc.; The Little Guys Inc. dba The Little Guys). Motion passed 3-0.

Order #5 Agenda #34A

In the Matter of L C Sheriff DFA – Consulting Contract with Calumet College for assistance with planning, assessment and implementation of SPF-SIG Grant for the period of November 18, 2009 to June 30, 2010 in an amount not to exceed \$25,000.00 at the rate of \$40.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between Sheriff's DFA and Calumet College for the period of November 18, 2009 to June 30, 2010 in an amount not to exceed \$25,000.00 at the rate of \$40.00 per hour for assistance with planning, assessment and implementation of SPF-SIG Grant. Motion passed 3-0.

CONSULTING CONTRACT

This AGREEMENT, entered into this 18th day of November, 2009 effective from November 18th, 2009 to June 30, 2009 by and between Calumet College (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE (DFA) (SHERIFF) (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 following services:

CONTRACT CONSULTANT SERVICES**ASSIST WITH PLANNING, ASSESSMENT AND IMPLEMENTATION OF SPF-SIG GRANT**

Consultant shall assist and advise and help with local evaluation, technical assistance, epidemiological research, writing and analysis, serve as Chair of the SPF-SIG LEOW, and implement the selection and preparation of an appropriate survey instrument, currently identified as the Centers for Disease Control's Youth Risky Behavior Survey (YRBS) to allow comparisons with prior years. In more detail, Consultant shall provide the following:

- A. Provide combined community training on the SPF Process and on focus group and key interview training during the term of this AGREEMENT to accomplish the mission of the STRATEGIC PREVENTION FRAMEWORK –STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG**" Grant) that is funded to prevent alcohol abuse among young people in Lake County.
- B. Consultant shall also assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences:
- C. Consultant shall also provide data entry and preparation of survey data for subsequent analysis. Survey forms will be distributed and collected when completed, and forwarded to PSI by DFA.
- D. Statistical analysis and evaluation of survey data, including preparation of narrative interpretation and supporting graphical material as appropriate.
- E. Contribute to the authorship and preparation of the 2010 Epidemiological Study as requested by DFA.
- F. Attend meetings as requested by DFA to support the achievement of DFA's objectives.
- G. Assist DFA in recruiting qualified candidates to participate in the Local Epidemiological Outcomes Workgroups (LEOW).LAC, etc.
- H. Provide other miscellaneous services as requested by DFA that may be appropriately included as part of these services but are not specified here.
- I. Consultant shall devote such hours as are necessary to perform the services listed

Order #5 Agenda #34A (cont'd)

above.

- J. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - K. Consultant reports directly to the SPF-SIG Program Director and Sheriff.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for all services required herein under Paragraphs 2 (A-K), at the rate of \$40.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses.
The County agrees to pay the Consultant in four equal installments of Six Thousand-Two Hundred Fifty Dollars (\$6,250) each (installment) for a grand total of \$25,000. County agrees to make these payments to Consultant between November 18, 2009 and June 30, 2009. The maximum total amount County agrees to pay Consultant for the performance of all services referenced herein is Twenty-Five Thousand-Dollars (\$25,000.00). 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. County may reimburse Consultant for some pre-approved expenses.
 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

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bind any of the parties hereto.

11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, religion, color, national origin or sex, be excluded from participation, be denied due 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. **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

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Order #5 Agenda #34A (cont'd)

signed by both parties. In the event any portion or portions of this agreement are found to be void, voided 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 Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of its elected or appointed officials or employees.
 - D. The Consultant 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.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **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).
18. **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 Consultant 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

Calumet College of St. Joseph
2400 New York Avenue
Whiting, IN 46394


Received Fax : Nov 25 2009 4:42PM Fax Station : CCSJ PUBLIC SAFETY INST p. 7
 11/25/2009 05:01 2197553023 PAGE 07/07


CROWN POINT, IN 46307
(219) 648-6121
(219) 648-6122 (Fax)

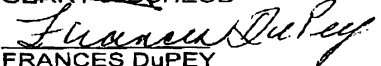
(219) 473-4303
(219) 473-4281 (Fax)

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.

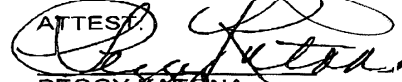

GERRY J. SCHEUB


FRANCES DUPEY

CONSULTANT


CALUMET COLLEGE

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #6 Agenda #35A

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **Arlington J. Foley** for the year 2009 for an additional **\$10,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$10,000.00 to Arlington J. Foley at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #6 Agenda #35B

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **Derrick Julkes** for the year 2009 for an additional **\$10,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$10,000.00 to Derrick Julkes at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #6 Agenda #35C

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **Inga Lewis-Shannon** for the year 2009 for an additional **\$5,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$5,000.00 to Inga Lewis-Shannon at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #6 Agenda #35D

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **John Maksimovich** for the year 2009 for an additional **\$5,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$5,000.00 to John Maksimovich at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #6 Agenda #35E

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **Jerry Peteet** for the year 2009 for an additional **\$5,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$5,000.00 to Jerry Peteet at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #6 Agenda #35F

In Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on the 17th day of December, 2008 with **Frederick J. Tom** for the year 2009 for an additional **\$5,000.00** at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment for an additional \$5,000.00 to Frederick J. Tom at the rate of \$60.00 per hour for the year 2009 on behalf of the Lake County Public Defender's Office, amending the Agreement entered into on December 17, 2008. Motion passed 3-0.
(SEE FILE "NOVEMBER 2009" FOR ORIGINAL)

Order #7 Agenda #36A

In the Matter of L C Auditor: Extension of **2009 Warrants**.

Comes now before the Board, Jim Bennett, requesting to withdraw this item from the Agenda stating that he must seek the Lake County Council's first for their Resolution and will in turn have this item back on the next meeting's agenda, with no objections, Item #36 has been deleted.

Order #8 Agenda #37A

In the Matter of E-9-1-1: Consulting Contract between **IYP Solutions** and the Board of Commissioners of the County of Lake for consolidation of Public Safety Answering Points (PSAPs) in Lake County in accordance with HEA 1204 of the 2008 General Assembly (O.L. 137-2008) in an amount not to exceed **\$30,000.00** at the rate of \$120.00 per hour.

DuPey made a motion, seconded by Scheub, approve the E-9-1-1 Consulting Contract with IYP Solutions for consolidation of Public Safety Answering Points (PSAPs) in Lake County in accordance with HEA 1204 of the 2008 General Assembly (O.L. 137-2008) in an amount not to exceed **\$30,000.00** at the rate of \$120.00 per hour, with the recommendation of Jim Bennett to amend the amount of the contract down in effort to complete this project in phases. DuPey questions the fact of whether or not the plan is to spend the full amount of \$260,000.00 and Bennett replied that it is possible, however it is also possible part will be paid back in Grants or reimbursed with State money. Motion passed 3-0.

Order #8 Agenda #37A (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18th day of November, 2009
 Effective from September 1, 2009 to January 31, 2009 by and between
 IYP Solutions, (hereinafter called the Consultant) and
 the BOARD OF COMMISSIONERS, OF THE COUNTY OF LAKE on behalf of
 the Lake (hereinafter called the County).

WITNESS THAT:

Whereas, the County wants to enhance public safety through consolidation of Public Safety Answering Points (PSAPs) in Lake County in accordance with HEA 1204 of the 2008 General Assembly (P.L. 137-2008) and enhancing communications interoperability among public safety agencies;

Whereas, substantial savings in the operation of the PSAPs are anticipated to result from the consolidation; and

Whereas, the County wants to engage the services of Consultant to assist it in planning for the consolidation and development of enhanced interoperability.

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 carryout in a good and professional manner the following services for the County. Specifically, the Consultant shall:
 - A. Develop a plan for the procurement and implementation of a consolidated dispatch function in accordance with HEA 1204 and enhanced interoperability ("Project") that includes;
 1. A description of current operations of these Agencies;
 2. Identification of potential funding sources for implementation and ongoing maintenance and operation;
 3. Identification of alternatives for technology and system design to enhance effectiveness and lower costs;
 4. Procurement methodology; and
 5. Any other components.
-
- B. Consultant shall include the following detailed information on invoices:
 1. Date of service.
 2. Description of what work was done.
 3. Amount of time spent on a particular day performing services under this contract.
 3. **Time of Performance.** The services to be performed hereunder by the Consultant 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 Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000) for all services required herein. Consultant agrees to complete the plan 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 blended rate of \$120.00 per hour. Since Consultant will be traveling from Indianapolis to Lake County and back to Indianapolis, the billing rate for this travel is one half the hourly compensation rate. Travel, lodging and other expenses incurred under this contract will be reimbursed in accordance with the County's reimbursement policies.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. County will pay for any work performed by Consultant until the termination date.
 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 formal waiver, if, in the judgment of the

Order #8 Agenda #37A (cont'd)

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 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 reference or amendment 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 payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of 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 it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other 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 it's operations.
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of participation, or be subject to discrimination.
 - B. The principles of equal opportunity in the employment and delivery of services are applicable, and Consultant commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion and sex

3

- C. The provisions of all Federal Civil Rights laws and the Indiana Civil rights law as applicable are incorporated by reference as part of this contract.
 - D. For breach of any of the equal opportunity and or non-discrimination provisions of the contract, a remedy is available to the County in respect to each breach or default.
 - E. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
- A. 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 prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultants 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 without obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below or by electronic means to the person designated by the County.

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

4

Order #8 Agenda #37A (cont'd)

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

CONSULTANT
Lester C. Miller
LESTER C. MILLER, PRINCIPAL

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERRY J. SCHEUB

Frances DuPeay
FRANCES DUPEY

ATTEST:
Peggy Kujona
PEGGY KUJONA,
LAKE COUNTY AUDITOR

Order #9 Agenda #38A

In the Matter of L C Commissioners Order creating the Lake County Redevelopment District controlled by a board of five members known as the Lake County Redevelopment Commission.

Scheub made a motion, seconded by DuPeay, to dissolve the Lake County TIF in Hobart as so requested by the Redevelopment Commission. Motion passed 3-0.

Order #9 Agenda #38A (cont'd)

ORDER
LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners ("Board") of Lake County, Indiana ("County") created the Lake County Redevelopment District controlled by a board of five members known as the Lake County Redevelopment Commission ("Commission"), which Commission operates pursuant to IC 36-7-14 and IC 36-7-25;

WHEREAS, the Commission adopted a declaratory resolution on January 30, 1992, as amended on August 9, 2004 and October 4, 2006 (collectively, as amended, "Declaratory Resolution") establishing and expanding the Lake County Economic Development Area No. 1 ("Area") and an allocation area coterminous with the Area ("Allocation Area"), confirmed by a confirmatory resolution adopted on June 3, 1992 ("Confirmatory Resolution");

WHEREAS, the Allocation Area was created in accordance with IC 36-7-14-39 and IC 36-7-14-17.5 for purposes of capturing incremental ad valorem real property tax revenues levied and collected in the Allocation Area ("Tax Increment");

WHEREAS, the Commission has defeased its Redevelopment District Bonds of 2007, dated July 17, 2007 ("2007 Bonds"), pursuant to Bond Resolution No. 001-07 adopted by the Commission on March 21, 2007, and has provided for the City Projects (as hereinafter defined);

WHEREAS, the Commission has no other outstanding obligations payable from Tax Increment generated in the Allocation Area;

WHEREAS, the Commission adopted Resolution No. 002-09 on October 20, 2009 approving the termination of the Area ("Termination Resolution"); and

WHEREAS, this Board has reviewed the Termination Resolution attached hereto as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA, THAT:

Section 1. The Board hereby approves the termination of the Area pursuant to the Termination Resolution.

Section 2. This order shall be in full force and effect immediately upon its passage.

Approved this 18th day of November, 2009.

BOARD OF COMMISSIONERS, LAKE
COUNTY, INDIANA

Frances DuPey
Commissioner

Bonnie Ally
Commissioner

Larry Scheub
Commissioner

Order #10 Agenda #38B

In the Matter of L C Commissioners: Gateway Partners' **Notice of Acceptance** of Allocation of Volume for **Recovery Zone Facility Bonds**.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Gateway Partners' **Notice of Acceptance** of Allocation of Volume for **Recovery Zone Facility Bonds**. Motion passed 3-0.

Order #11 Agenda #38C

In the Matter of L C Commissioners: Professional Claims Management, Inc. **Amendment #1 to Plan Document** dated January 1, 2007 SCHIP and COBRA Amendment.

Scheub made a motion, seconded by DuPey, to ratify the approval the Professional Claims Management, Inc.'s Amendment #1 to Plan Document dated January 1, 2007 SCHIP and COBRA Amendment as so recommended by L C Council President Larry Blanchard. Motion passed 3-0.

Order #12 Agenda #39A

In the Matter of L C Health Department – Professional Service Agreement for H1N1 Grant Project.

Scheub made a motion, seconded by DuPey, to approve the Professional Service Agreement between L C Health Department and MedStaff, Inc. for providing services related to H1N1 Vaccination Grant Project. Motion passed 3-0.

Order #13 Agenda #39A

In the Matter of Resolutions: County Commissioner Executive Order E – Verification.

DuPey made motion, seconded by Scheub, to approve the Executive Order of the County Commissioners' regarding E-Verification, an online system where employers can check the employment eligibility of new hires online comparing information from an employee's Form I-9, Employment Eligibility Verification, against SSA and the Department of Homeland Security databases. Motion passed 3-0.

COUNTY COMMISSIONER EXECUTIVE ORDER

WHEREAS, Homeland Security has a program on line operated jointly by the Department of Homeland Security and the Social Security Administration for the verification of immigration status of new hires; and

WHEREAS, President Barack Obama has made compliance with this program a condition of each contract with the Federal Government; and

WHEREAS, The Board of Commissioners in the County of Lake receive various grants from the Federal Government; and

WHEREAS, The Board of Commissioners desire to implement the program as outlined in President Obama's executive order 13465, which amended executive order 12989.

NOW THEREFORE, it is the order of the Board of Commissioner of the County of Lake as follows:

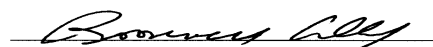
1. All contracts with the County of Lake shall require as a condition of each contract that the contractor agree to use an electronic employment eligibility verification system designated by the Secretary of Homeland Security to verify the employment eligibility of all persons hired during the contract term by the contractor to perform employment duties within the United States and all persons assigned by the contractor to perform work within the State of Indiana and Lake County on the county contract.
2. The above language shall be added to any and all county documents including but not limited to:
 - a. Consulting contract.
 - b. County Form 15.


1

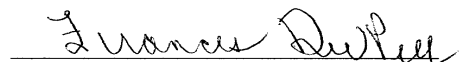
- c. Specifications for supplies, materials, service, equipment, and other tangible items.
- d. County Form 16, specifications for the return of bids for public construction.
- e. County Form 20, Vendor Qualification Affidavit.

This policy is hereby adopted by the Board of Commissioners of the County of Lake on the 18th day of November, 2009.

BOARD OF COMMISSIONERS


Roosevelt Allen, Jr.


Gerry Scheub


Frances DuPey

ATTEST:

Peggy Quinga Katona
Lake County Auditor

Order #14 Agenda #42A

In the Matter of City of Gary Request for Property.

Comes now Joel Rodriguez on behalf of the City of Gary as Director of Economic Development requesting parcels of property from the "Commissioner's Tax Certificate Sale" 701-715 Broadway, Gary, Indiana three of the seven parcels needed to complete a development project, currently the City owns the other four parcels.

Comes now, Vanessa Dabney, on behalf of the City of Gary as Executive Director of Redevelopment to request parcels of property from the "Commissioner's Tax Certificate Sale" along the 11th Avenue corridor to attempt to assemble a project with the Tree of Life Church as well as 608 Adams Street, an old Body Shop set to be demolished.

Scheub made a motion, seconded by DuPey, to approve the donation of all properties request to the City of Gary. Motion passed 3-0.

Order #15 Agenda #43A

In the Matter of Commissioners: Request from Commissioner DuPey to rescind the action taken at the October 21, 2009 Commissioners meeting with regard to the North Township Trustee and reconsideration of three Certificates.

DuPey made a motion, seconded by Scheub, to rescind the action taken on October 21, 2009 granting the North Township Trustee's request for six tax sale certificates. Motion to rescind passed 3-0.

DuPey made a motion, seconded by Scheub, to award the North Township Trustee three tax sale certificates located as 8840 Southmoor Avenue, 3900 Ridge Road and Kennedy Avenue all in Highland, Indiana, the other properties will remain on the tax sale for other interested parties to bid on. Motion passed 3-0.

Order #16 Agenda #45

In the Matter of Appointments: Lake County Redevelopment Commission.

DuPey made a motion, seconded by Scheub, to ratify the re-appointment of Elsie Franklin and John Brezik for a one (1) year term to the Lake County Redevelopment Commission. Motion passed 3-0.

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance No 1317C.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No 1317C, Ordinance Establishing a Jury Duty Supplemental Fee for Lake County. Motion passed 3-0.

ORDINANCE NO. 1317C**ORDINANCE ESTABLISHING A JURY DUTY
SUPPLEMENTAL FEE FOR LAKE COUNTY**

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

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

WHEREAS, pursuant to I.C. 33-37-10-1, a juror of a circuit, superior, county or probate court or a member of a grand jury is entitled to Fifteen (\$15.00) Dollars for each day the juror is in actual attendance in court until the jury is impaneled; and

WHEREAS, the Fifteen (\$15.00) Dollar per diem does not adequately compensate the sacrifice made by juror appearing for service and further hampers individuals in these harsh economic times; and

WHEREAS, the Lake County Council desires to establish a Jury Duty Supplemental Fee of Five (\$5.00) Dollars to be paid to jurors in addition to the Fifteen (\$15.00) Dollars per day per diem for jurors in actual attendance in court until the jury is impaneled.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Lake County Council hereby establishes the Jury Duty Supplemental Fee of Five (\$5.00) Dollars to be paid to jurors in addition to the Fifteen (\$15.00) Dollars per diem per day for jurors in actual attendance in court until the jury is impaneled.

Order #17 Agenda #46A (cont'd)

SO ORDAINED THIS 10TH DAY OF NOVEMBER, 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
Francis DuPey

Russ Scheub
Russ Scheub

APPROVED THIS 18th DAY OF November 20 09

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance No 1317D.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No 1317D, Ordinance Establishing a Lake County Vehicle Inspection Fee. Motion passed 3-0.

ORDINANCE NO. 1317D

ORDINANCE ESTABLISHING A LAKE COUNTY VEHICLE INSPECTION FEE

- WHEREAS, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and
- WHEREAS, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and
- WHEREAS, I.C. 36-1-3-8(a)(8) provides that the Lake County Council may establish reasonable fees for certain County services; and
- WHEREAS, pursuant to I.C. 9-24-4-2, a person who makes a vehicle inspection under I.C. 9-17-2-12 may charge a fee not to exceed Five (\$5.00) Dollars; and
- WHEREAS, the Lake County Council desires to establish a Vehicle Inspection Fee of Five (\$5.00) Dollars for a vehicle inspection made pursuant to I.C. 9-17-2-12 by a member of the Lake County Sheriff's Department.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1. That the Lake County Council hereby establishes the Vehicle Inspection Fee of Five (\$5.00) Dollars to be paid for an vehicle inspection made pursuant to I.C. 9-17-2-12 by a member of the Lake County Sheriff's Department.

SO ORDAINED THIS 10TH DAY OF NOVEMBER, 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
Francis DuPey

Russ Scheub
Russ Scheub

APPROVED THIS 18th DAY OF November 20 09

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance No 1317E.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No 1317E, Ordinance Establishing The Vehicle Inspection Fee Fund, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1317E

**ORDINANCE ESTABLISHING THE
VEHICLE INSPECTION FEE FUND, A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Lake County Council desires to create a Vehicle Inspection Fee Fund for the deposit of fees collected by the Lake County Sheriff pursuant to the Lake County Vehicle Inspection Fee.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council now establishes the Vehicle Inspection Fee Fund, a non-reverting fund, established for the deposit of fees collected by the Lake County Sheriff for vehicle inspections performed pursuant to I.C. 9-17-2-12.
2. That the fees collected for vehicle inspections shall be deposited in the Vehicle Inspection Fee Fund (Fund) a non-reverting Fund and pursuant to I.C. 9-29-4-2(3)(B) the fees shall be used for continuing education for law enforcement.
3. That appropriations from the separate funds shall be subject to approval by the Lake County Council, or as otherwise provided by law,

4. Any money remaining in the separate funds at the end of the year shall not revert to the General Fund but continue in the Vehicle Inspection Fee Fund, subject to appropriation by the Lake County Council, or as otherwise provided by law.

SO ORDAINED THIS 10th DAY OF NOVEMBER, 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

Francis DuPey

Barbara Kelly

George Scheub

APPROVED THIS 18th DAY OF NOVEMBER 2009

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance No 1317F.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No 1317F, Ordinance Creating The ARRA-Spillman Update For Indiana Criminal Justice Institute American Recovery and Reinvestment Grant Fund, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1317F

ORDINANCE CREATING THE ARRA-SPILLMAN UPDATE FOR INDIANA CRIMINAL JUSTICE INSTITUTE AMERICAN RECOVERY AND REINVESTMENT GRANT FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** that the Lake County Sheriff's Department has been awarded a grant fund through the Indiana Criminal Justice Institute to be administered by the Lake County Sheriff's Department for the purposes specified by the Grant; and
- WHEREAS,** the Lake County Council desires to create the ARRA-Spillman Update for Indiana Criminal Justice Institute American Recovery and Reinvestment Grant Fund, a non-reverting Fund, for the deposit of all monies received from the Grant for the purposes specified by the Grant.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council hereby establishes the ARRA-Spillman Update for Indiana Criminal Justice Institute American Recovery and Reinvestment Grant Fund for the Lake County Sheriff, a non-reverting Fund.
2. That all monies received from the ARRA-Spillman Update for Indiana Criminal Justice Institute American Recovery and Reinvestment Grant shall be used to implement the purposes specified in the Grant. Said Grant to be administered by the Lake Sheriff's Department and the funds shall be deposited in the Fund, and appropriated for the purposes specified by the Grant.

3. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the Fund, except as otherwise provided by Law.
4. Any money remaining in the fund at the end of the year shall not revert to the General Fund but continues in the ARRA-Spillman Update for Indiana Criminal Justice Institute American Recovery and Reinvestment Grant Fund subject to appropriation by the Lake County Council.

SO ORDAINED THIS 10th DAY OF NOVEMBER, 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

Frances DuPey

Darryl Scheub

APPROVED THIS 10th DAY OF NOVEMBER 2009

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance No 1317G.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No 1317G, Ordinance Establishing The Animal Control S.N.A.P. Fund, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1317G**ORDINANCE ESTABLISHING THE ANIMAL
CONTROL S.N.A.P. FUND, A NON-REVERTING FUND**

- WHEREAS**, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS**, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS**, pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS**, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS**, when a pet is adopted from Lake County Animal Control, the owner has the option of purchasing a certificate to have their pet spayed or neutered, the collection for the certificate is placed into the S.N.A.P. (Spay Neuter Animal Program) Fund and after the owner redeems the certificate, the veterinarian forwards the certificate to Animal Control for reimbursement; and
- WHEREAS**, the Lake County Council desires to create the Lake County Animal Control S.N.A.P. Fund, a non-reverting fund, for the deposit of funds collected from the purchase of certificates from the owners of pets adopted from the Lake County Animal Control for spaying or neutering.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Animal Control S.N.A.P. Fund, a non-reverting fund, is established for the deposit of fees collected from the owners of Animal Control adopted pets in purchasing a certificate to have the pet spayed or neutered, which certificate the owner redeems at a veterinarian and the veterinarian forwards the certificate to Animal Control for reimbursement.

Order #17 Agenda #46A (cont'd)

- 2. That all money collected by the Lake County Animal Control under this Ordinance shall be transferred to the County Treasurer, who shall deposit the money into the Lake County Animal Control S.N.A.P. Fund.
- 3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake County Animal Control S.N.A.P. Fund.



SO ORDAINED THIS 10th DAY OF NOVEMBER, 2009.

<p><i>[Signature]</i> LARRY BLANCHARD, President</p> <p><i>[Signature]</i> CHRISTINE CID</p> <p><i>[Signature]</i> THOMAS O'DONNELL</p> <p><i>[Signature]</i> TED F. BILSKI</p>	<p><i>[Signature]</i> ERNIE DILLON</p> <p><i>[Signature]</i> ELSIE FRANKLIN</p> <p><i>[Signature]</i> JEROME A. PRINCE</p>
---	--

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

[Signature]

APPROVED THIS 10th DAY OF November 2009

Order #17 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Resolution No 09-96.

Scheub made a motion, seconded by DuPey, to approve the L C Council Resolution No. 09-96, Resolution To Extend The Payment of a Transfer Between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(b) (County Bond Fund 320/County Bond Redemption Fund/322). Motion passed 3-0.

Order #17 Agenda #46A (cont'd)

RESOLUTION NO. 09-96

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (COUNTY BOND FUND 320/COUNTY BOND REDEMPTION FUND/322)

WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and

WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and

WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and

WHEREAS, on November 25, 2008, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2009; to-wit:

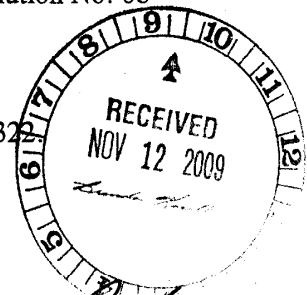
\$5,500,000.00 from the Health Insurance Reserve #26514 to the County Bond Fund #320/County Bond Redemption Fund #322.

WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and insufficient tax revenues exist to repay the above temporary transfers on or before December 31, 2009.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loans and transfer approved on November 25, 2008 by Resolution No. 08-154, be extended to June 30, 2010, pursuant to I.C. 36-1-8-4(b) as follows:

\$5,500,000.00 from the Health Insurance Reserve #26514 to the County Bond Fund #320/County Bond Redemption Fund #322

SO RESOLVED THIS 10TH DAY OF NOVEMBER, 2009.



Signatures of Board of Commissioners: LARRY BLANCHARD, President; CHRISTINE CID; THOMAS O'DONNELL; TED F. BILSKI; ERNIE DILLON; ELNIE FRANKLIN; JEROME A. PRINCE. Includes text: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE and APPROVED THIS 10TH DAY OF NOVEMBER 2009.

Members of the Lake County Council

Order #18 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Ordinance 1317B.

Scheub made a motion, seconded by DuPey, to veto the L C Council Ordinance No. 1317B, Ordinance Concerning Holiday Schedule for the Calendar Year of 2010. Motion to veto passed 3-0.

Order #18 Agenda #46A (cont'd)

ORDINANCE NO. 1317B

**ORDINANCE CONCERNING HOLIDAY
SCHEDULE FOR THE CALENDAR YEAR OF 2010**

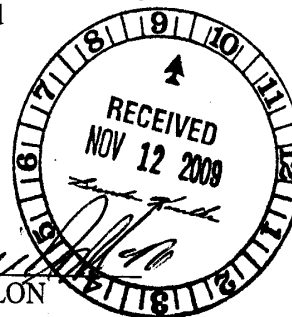
WHEREAS, the Lake County Council pursuant to I.C. 5-10-6-1(b) has authority to establish legal holidays for employees of Lake County, Indiana, and

WHEREAS, the Lake County Council wishes to establish legal holidays for employees of Lake County.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the following holidays are established for the employees of Lake County, Indiana:

New Year's Day	January 1st	Friday closed
Martin Luther King, Jr.	January 18th	Monday closed
Good Friday	April 2nd	Friday closed
Memorial Day	May 31st	Monday closed
Independence Day	July 4th	Sunday (Closed July 5th)
Labor Day	September 6th	Monday closed
Columbus Day	October 11th	Monday closed
Veterans Day	November 11th	Thursday closed
Thanksgiving Day	November 25th	Thursday closed
	November 26th	Friday closed
Christmas Eve	December 24th	Friday closed
Christmas Day	December 25th	Saturday (Closed Monday December 27th)
New Years Eve	December 31st	Friday closed

SO RESOLVED THIS 10th DAY OF NOVEMBER, 2009.



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
Bonnie Allen
Larry Schuch
~~THIS DAY OF NOVEMBER 2009~~
VETOED

Order #19 Agenda #46A

In the Matter of County Council Ordinances and Resolutions: Resolution No 09-99.

DuPey made a motion, seconded by Allen, to veto the L C Council Resolution No. 09-99, Resolution In Support of Conducting A Study Regarding The Feasibility of Consolidating All Lake Superior Courts At The Lake County Government Complex in Crown Point, Indiana, all Commissioners opposed to the Study. Motion passed 2-1.

Order #19 Agenda #46A (cont'd)

RESOLUTION NO. 09-99

RESOLUTION IN SUPPORT OF CONDUCTING A STUDY REGARDING THE FEASIBILITY OF CONSOLIDATING ALL LAKE SUPERIOR COURTS AT THE LAKE COUNTY GOVERNMENT COMPLEX IN CROWN POINT, INDIANA

- WHEREAS, pursuant to I.C. 36-2-3.5-3, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and
WHEREAS, pursuant to I.C. 36-2-3.5-5, the Lake County Council shall pass all ordinances, orders, resolutions and motions of Lake County in the manner provided by I.C. 36-2-4, et. seq.; and
WHEREAS, a Good Government Study conducted by Maximus for Lake County, Indiana, in part recommended that long term planning for trial court facilities should focus on having all judges hearing criminal, civil and juvenile matters sitting in a consolidated location in or near Crown Point, and
WHEREAS, due to the shortfall in tax revenue as a result of H.B. 1001, Lake County must begin cutting its occupancy costs in the foreseeable future; and
WHEREAS, pursuant to I.C. 33-33-45-13, the authority to determine the location where continuous sessions of the Lake Superior Court of Lake County, Indiana, are held lies solely with the Lake Superior Court; and
WHEREAS, the consolidation of the Courts in Crown Point may provide savings for Lake County Government.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1. The Lake County Council supports conducting a study regarding the feasibility of consolidating all Lake County Superior Courts at the Lake County Government Complex in Crown Point, Indiana.
2. That the study should take into account the convenience for those using the Court system, efficiency of the Court system if consolidated,

and occupancy costs in the event the Courts are consolidated in Crown Point, Indiana.

SO RESOLVED THIS 10th DAY OF November, 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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis Dwyer
Bennett
THIS 10th DAY OF November 20 09
VETOED

Order #20 Agenda #47

In the Matter of Staff Reports: Vendor Qualifications

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

STEINER ELECTRIC
 24/7EVEN SERVICE CO. INC.
 METROPOLITAN CORP.
 B & L REMODELING & SIDING
 GEORGIA L. WILLIAMS
 STEVEN FARMILANT
 FRIENDS OF DR. MARY STEELE AGEE SCHOLARSHIP
 KOPTON ELECTRIC CO.
 THE BOOK VINE FOR CHILDREN
 JAN-PRO OF NORTHERN INDIANA/JANALLIANCE CORP.
 GATEMASTER SYSTEMS, INC.
 TORRENGA SURVEYING, LLC
 COLVIN MASONRY
 A. PALMER'S PAVING INC.
 TANDUS US, LLC
 DATAMINE INTERNET MARKETING SOLUTIONS, INC.

Order #21 Agenda #47

In the Matter of Staff Reports: Lake County Expense Claims to be allowed Wednesday, November 18, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, November 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 #22 Agenda #48

In the Matter of Commentary

Commissioner Scheub made a comment saying, "this is a two way street, when Hammond didn't want the Board of Health anymore they sent it out to us and that disenfranchised a lot of people up there and now all of a sudden we take a reverse action, it goes both ways.

Order #23 Agenda #49

In the Matter of Disclosure – Conflict of Interest Disclosure – I.C. 35-44-1-3 Harris – Lake County Commissioners/Gateway Partners.

DuPey made a motion, seconded by Scheub, to approve the Conflict of Interest Disclosure filed by Attorney Jewell Harris, Jr. of Harris Law Firm, P.C. Motion passed 3-0.

Order #23 Agenda #50

In the Matter of Disclosure – Conflict of Interest Disclosure – I.C. 35-44-1-3 Delvert Cole.

DuPey made a motion, seconded by Scheub, to approve the Conflict of Interest Disclosure filed by Delvert Cole. Motion passed 3-0.

Order #24 Agenda #48

In the Matter of Commentary

The Board opens commentary to the public, comes now, Mark Purevich, to give an update on the Energy Efficiency Grant, reporting that is in it's last stage of completion.

Order #25 Agenda #29A-C

In the Matter of BIDS: L C Building Manager – Janitorial Cleaning Supplies for the year 2010.

This being the day, time and place for the receiving of bids for Janitorial Cleaning Supplies for the year 2010 under the Lake County Building Manager, the following bids were received:

Great Lakes Chemical & Supply	\$15,057.98
Cal-Region Supply, Inc.	\$14,582.00
Able Paper & Janitorial Supplies, Inc.	\$14,355.50
All American Poly	\$ 3,864.72
Interboro Packaging Corp.	various bid options

In the Matter of BIDS: L C Building Manager – Lighting Supplies for the year 2010.

This being the day, time and place for the receiving of bids for Lighting Supplies for the year 2010 under the Lake County Building Manager, the following bids were received:

Great Lakes Chemical & Supply	\$7,023.73
Helsel Jepperson Electrical	\$5,993.65

Order #25 Agenda #29A-C (cont'd)

In the Matter of BIDS: L C Building Manager – Paper Products for the year 2010.

This being the day, time and place for the receiving of bids for Paper Products for the year 2010 under the Lake County Building Manager, the following bids were received:

Able Paper & Janitorial Supplies, Inc.	\$22,140.00
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Order #25 Agenda #30 A-R

In the Matter of BIDS: L C Highway – Aggregate (Limestone) Delivered for the year 2010.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Delivered for the year 2010 under the Lake County Highway Department, the following bids were received:

None.

Upon receiving no bids, DuPey made a motion, seconded by Scheub, to allow the Highway Department to seek the open market for Aggregate (Limestone) Delivered for the year 2010 supply. Motion passed 3-0.

In the Matter of BIDS: L C Highway - Aggregate (Limestone) Picked Up for the year 2010.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Picked Up for the year 2010 under the Lake County Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$606,000.00
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In the Matter of BIDS: L C Highway – Back-Fill Material “B” Borrow Delivered for the year 2010.

This being the day, time and place for the receiving of bids for Back-Fill Material “B” Borrow Delivered for the year 2010 under the Lake County Highway Department, the following bids were received:

Reith-Riley Construction Co., Inc.	\$5,250.00
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In the Matter of BIDS: L C Highway – Back-Fill Material “B” Borrow Picked Up for the year 2010.

This being the day, time and place for the receiving of bids for Back-Fill Material “B” Borrow Picked Up for the year 2010 under the Lake County Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$5,000.00
Reith-Riley Construction Co., Inc.	\$3,250.00

In the Matter of BIDS: L C Highway – Concrete Curb and Gutter Removal and Replacement for the year 2010.

This being the day, time and place for the receiving of bids for Concrete Curb and Gutter Removal and Replacement for the year 2010 under the Lake County Highway Department, the following bids were received:

TMC Contractors, Inc.	\$99,950.00
Walsh & Kelly, Inc.	\$254,000.00
Rieth-Riley	\$251,550.00

In the Matter of BIDS: L C Highway – Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2010.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2010 under the Lake County Highway Department, the following bids were received:

Al Warren Oil Co., Inc.	\$227,733.90
Petroleum Traders Corp.	\$231,758.90
Superior Petroleum Products, Inc.	\$236,095.50
Pinkerton Oil Co., Inc.	\$228,251.30

In the Matter of BIDS: L C Highway – Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2010.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2010 under the Lake County Highway Department, the following bids were received:

Al Warren Oil Co., Inc.	\$182,903.90
Petroleum Traders Corp.	\$186,412.90
Superior Petroleum Products, Inc.	\$190,948.50
Pinkerton Oil Co., Inc.	\$183,538.30

In the Matter of BIDS: L C Highway – Ice Control Aggregate Blast Furnace Slag for the year 2010.

This being the day, time and place for the receiving of bids for Ice Control Aggregate Blast Furnace Slag for the year 2010 under the Lake County Highway Department, the following bids were received:

The Levy Co.	\$166,500.00
Fidone Trucking, Inc.	\$163,500.00
Packaged Concrete, Inc.	\$514,050.00

Order #25 Agenda #30A-R (cont'd)

In the Matter of BIDS: L C Highway – Liquid Calcium Chloride for the year 2010.

This being the day, time and place for the receiving of bids for Liquid Calcium Chloride for the year 2010 under the Lake County Highway Department, the following bids were received:

Great Lakes Chloride, Inc.	\$21,095.00
AJP Corp.	\$23,690.00 *late

Scheub made a motion, seconded by DuPey, to reject the bid submitted late from AJP Corp. for Liquid Calcium Chloride for the year 2010. Motion passed 3-0.

In the Matter of BIDS: L C Highway – Mulch Seeding (Delivered and Applied) for the year 2010.

This being the day, time and place for the receiving of bids for Mulch Seeding (Delivered and Applied) for the year 2010 under the Lake County Highway Department, the following bids were received:

Hubinger Landscaping	\$11,550.00
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In the Matter of BIDS: L C Highway – New Tires, Tire Repair and Recapping for the year 2010.

This being the day, time and place for the receiving of bids for New Tires, Tire Repair and Recapping for the year 2010 under the Lake County Highway Department, the following bids were received:

Pomps Tire Service, Inc.	\$168,206.42
GCR Tire Centers	\$122,886.80

In the Matter of BIDS: L C Highway – Painted Pavement Marking on Selected County Roads for the year 2010.

This being the day, time and place for the receiving of bids for Painted Pavement Markings on Selected County Roads for the year 2010 under the Lake County Highway Department, the following bids were received:

The Airmarking Co., Inc.	\$170,800.00
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In the Matter of BIDS: L C Highway – Plastic Culverts for the year 2010.

This being the day, time and place for the receiving of bids for Plastic Culverts for the year 2010 under the Lake County Highway Department, the following bids were received:

Debco Metal Culverts	\$64,007.50
Baughman Tile Co.	\$72,251.10
ADS	\$62,635.90

In the Matter of BIDS: L C Highway – SMP Cold Patch Mix for Patching (Picked Up) for the year 2010.

This being the day, time and place for the receiving of bids for SMP Cold Patch Mix for Patching (Picked Up) for the year 2010 under the Lake County Highway Department, the following bids were received:

Gallagher Asphalt	\$216,000.00
Walsh & Kelly	\$181,200.00
Rieth-Riley	\$220,000.00

In the Matter of BIDS: L C Highway – Traffic Signs and Accessories for the year 2010.

This being the day, time and place for the receiving of bids for Traffic Signs and Accessories for the year 2010 under the Lake County Highway Department, the following bids were received:

Pen Products	\$66,215.25
Hall Signs, Inc.	\$57,723.75
TMC Contractors, Inc.	\$92,668.15
Debco Metal Culverts	\$54,606.50
Lighthouse, Inc.	\$73,213.25
L.A. Traffic Signs	no bids no documents
Stello Products Inc.	\$64,314.65

In the Matter of BIDS: L C Highway – Treated Timber Bridge Material for the year 2010.

This being the day, time and place for the receiving of bids for Treated Timber Bridge Material for the year 2010 under the Lake County Highway Department, the following bids were received:

American Timber Bridge Material	\$20,627.92
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In the Matter of BIDS: L C Highway – One (1) New Unused 2011 or Newer 36,420 GVWR Single Axle Truck w/ Snow Plow, Plow Frame, Salt Spreader and Ice Control in current production.

Order #25 Agenda #30A-R (cont'd)

This being the day, time and place for the receiving of bids for One (1) New Unused 2011 or Newer 36,420 GVWR Single Axle Truck w/ Snow Plow, Plow Frame, Salt Spreader and Ice Control in current production for the Lake County Highway Department, the following bids were received:

Chicago International Trucks	\$138,199.00
Truck City of Gary	\$136,582.00
Great Lakes Peterbilt	\$145,000.00 (bid accepted/not read aloud, reviewed by commissioners attorney as ok.)

In the Matter of BIDS: L C Highway – One (1) New Unused 2011 or Newer 58,000 GVWR Tandem Axle Truck with Snow Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production.

This being the day, time and place for the receiving of bids for One (1) New Unused 2011 or Newer 58,000 GVWR Tandem Axle Truck with Snow Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production for the Lake County Highway Department, the following bids were received:

Pozzo Truck Center, Inc.	\$168,617.12
Chicago International Trucks	\$179,529.00
Truck City of Gary	\$182,201.00
Great Lakes Peterbilt-GMC Truck	\$164,229.00

Order #25 Agenda #32A

In the Matter of BIDS: L C Data Processing – IBM Compatible Personal Computers.

This being the day, time and place for the receiving of bids for IBM Compatible Personal Computers for the year 2010 under Lake County Data Processing Department, the following bids were received:

Chester Information Technologies	\$12,572.00
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Order #25 Agenda #33A-C

In the Matter of BIDS: L C Board of Commissioners – Photocopier Maintenance for the year 2010.

This being the day, time and place for the receiving of bids for Photocopier Maintenance for the year 2010 under the Lake County Board of Commissioners Purchasing Division, the following bids were received:

McShane's	\$92,478.00	Class 1, 3, 4, 6
Adams Remco	\$14,675.00	Class 4, 8, 10
Gateway Business Systems, Inc.	\$42,645.00	

In the Matter of BIDS: L C Board of Commissioners – Typewriter Maintenance for the year 2010.

This being the day, time and place for the receiving of bids for Typewriter Maintenance for the year 2010 under the Lake County Board of Commissioners Purchasing Division, the following bids were received:

Adams Remco	\$17,934.00
Gateway Business Systems, Inc.	\$29,240.00

In the Matter of BIDS: L C Board of Commissioners – Printing Class 1, 2, 2A, 2B, 3, 4, 5 & 8 for the year 2010.

This being the day, time and place for the receiving of bids for Printing Class 1, 2, 2A, 2B, 3, 4, 5 & 8 for the year 2010 under the Lake County Board of Commissioners Purchasing Division, the following bids were received:

Staples Advantage	\$168,645.92	Class 3
Proven Business Systems	\$ 2,800.00	Class 10
Haywood Printing Company, Inc.	\$ 34,416.45	Class 1, 2, 4, 5, 8
Haywood Printing Company, Inc.	\$ 127,569.68	
Haywood Printing Company, Inc.	\$ 48,299.10	
Haywood Printing Company, Inc.	\$ 47,523.52	
Haywood Printing Company, Inc.	\$ 3,083.37	
Sheffield Press	\$187,942.15	Class 2, 4, 5, 8
McShane's	\$151,758.05	Class 3
McShane's	\$ 14,931.77	Class 2A, 2B, 4

Order #25 Agenda #31A-L

In the Matter of PROPOSALS: L C Sheriff (Jail) – Correctional Officers Uniforms for the year 2010.

This being the day, time and place for the receiving of proposals for Correctional Officers Uniforms for the year 2010 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

Sklarewitz Uniform	\$680.15
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In the Matter of PROPOSALS: L C Sheriff (Jail) – Household Supplies for the year 2010.

This being the day, time and place for the receiving of proposals for Household Supplies for the year 2010 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

Able Paper & Janitorial Supplies, Inc.	\$37,966.00
Cal-Region Supply, Inc.	\$47,307.00

Order #25 Agenda #31A-L (cont'd)

In the Matter of PROPOSALS: L C Sheriff (Jail) – Kitchen Supplies for the year 2010.

This being the day, time and place for the receiving of proposals for Kitchen Supplies for the year 2010 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

Able Paper & Janitorial Supplies, Inc.	\$14,644.50
Cal-Region Supply, Inc.	\$12,192.00

In the Matter of PROPOSALS: L C Sheriff (Jail) – Laundry Supplies for the year 2010.

This being the day, time and place for the receiving of proposals for Laundry Supplies for the year 2010 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

Pen Products	\$19,926.40
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In the Matter of PROPOSALS: L C Sheriff (Jail) – Maintenance Supplies for the year 2010.

This being the day, time and place for the receiving of proposals for Maintenance Supplies for the year 2010 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

Great Lakes Supply & Chemical	\$51,812.49
Grainger, Inc.	\$ 4,209.12 *arrived late at Sheriff's Office

In the Matter of BIDS: L C Sheriff (Jail) – Food, Bread and Dairy Products for the year 2010.

This being the day, time and place for the receiving of bids for Food, Bread and Dairy Products for the year 2010 for the Lake County Jail under the Sheriff's Department, the following bids were received:

U.S. Food Service	Failed to Sign Affidavits – Disqualified*
Sysco Foods Chicago	\$490,004.46
Clover Crest Dairy	\$59,918.40
CSV Sales	\$38,020.20

*Reviewed by Commissioners Attorney to be in order and acceptable, company submitted a sealed bid with both blank & signed forms. 11/18/09 2:10pm

In the Matter of BIDS: L C Sheriff – Gasoline for the Helicopter for the year 2010.

This being the day, time and place for the receiving of bids for Gasoline for the Helicopter for the year 2010 for the Sheriff's Department, the following bids were received:

None.

Scheub made a motion, seconded by DuPey, to allow Sheriff's Department to go out on the open market for Gasoline for the Helicopter for the 2010. Motion passed 3-0.

In the Matter of BIDS: L C Sheriff – Garage and Motor Supplies for 2010

This being the day, time and place for the receiving of bids for Garage and Motor Supplies for the year 2010 for the Sheriff's Department, the following bids were received:

VanSenus Auto Parts	\$37,541.35
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In the Matter of BIDS: L C Sheriff – Officers Uniforms for the year 2010.

This being the day, time and place for the receiving of bids for Officers Uniforms for the year 2010 for the Sheriff's Department, the following bids were received:

Sklarewitz Uniform	\$1,806.52
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In the Matter of BIDS: L C Sheriff – Oil and Lubricants for the year 2010.

This being the day, time and place for the receiving of bids for Oil and Lubricants for the year 2010 for the Sheriff's Department, the following bids were received:

Superior Petroleum Products, Inc.	\$10,798.61
Midtown Petroleum Inc.	\$ 1,172.25
Pinkerton Oil Company	\$12,439.15
Leader Automotive	\$10,505.20 *late
VanSenus Auto Parts	\$10,980.00

Scheub made a motion, seconded by DuPey, to reject the bid submitted by Leader Automotive received late. Motion to reject passed 3-0.

In the Matter of BIDS: L C Sheriff – GPS Monitoring Program.

This being the day, time and place for the receiving of bids for GPS Monitoring Program for the Sheriff's Department, the following bids were received:

Order #25 Agenda #31A-L (cont'd)

ICU Court Monitoring LLC	\$27.10/per day
Tri-Electronics	\$5.99/per day \$50.00fee
	\$9.99/per day \$50.00 fee w/\$685.00 upfront fee
BI Incorporated	various rates/daily fees
ISecuretrac Corp	various rates/daily fees

Order #26

Scheub made a motion, seconded by DuPey, with regard to Item #31F, to reject the bid submitted by U.S. Food Service for Food, Bread and Dairy Products for the year 2010 for the L C Jail, affidavits not signed. Motion to reject passed 3-0.
*Reviewed by Commissioners Attorney to be in order and acceptable, company submitted a sealed bid with both blank forms & signed forms. 11/18/09 2:10pm

Order #27

Scheub made a motion, seconded by DuPey, to take all above recited bids under advisement, with the exception of those rejected, and ordered same to refer to the Department Head for further tabulation and recommendation (Items: 29 A-C; 30 A-R; 31 A-L; 32A; 33 A-C). Motion passed 3-0.

Order #28

Scheub made a motion, seconded by DuPey, to reject the bid submitted late by Grainger, Inc. for Maintenance Supplies for the year 2010 for the L C Jail, bid was turned in to the Sheriff's Office instead of the Auditor's Office and it was reported to have arrived there after 9:30am. Motion to reject passed 3-0.

Order #29

Resolution No. 09-13, A Resolution of the Board of Commissioners of the County of Lake, Indiana, re-allocating \$7,659,234 Recovery Zone Facility Bonds authority originally allocated pursuant to the American Recovery and Reinvestment Act of 2009 for an economic development project within the City of Hobart, Indiana, a matter of public record.

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

RESOLUTION NO. 09-13

A Resolution of the Board of Commissioners of the County of Lake, Indiana, re-allocating \$7,659,234 Recovery Zone Facility Bonds authority originally allocated pursuant to the American Recovery and Reinvestment Act of 2009 for an economic development project within the City of Hobart, Indiana.

WHEREAS, the County of Lake (the "County") has been allocated authority to issue \$22,980,000 in Recovery Zone Facility Bonds under the provisions of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"); and

WHEREAS, by resolution adopted on September 23, 2009, the Board of Commissioners of the County of Lake (the "Board") declared all of Lake County to be a recovery zone and invited applications for the County's volume; and

WHEREAS, by resolution adopted on October 21, 2009 (the "Allocation Resolution"), the Board allocated \$7,422,540 of its allocation to Schulte Hospitality Group ("Schulte") and subsequently on November 2, 2009 increased that allocation to \$7,659,234, to assist in the financing of an economic development project in the City of Hobart, Lake County, Indiana (the "City") as explained in their application for the allocation; and

WHEREAS, the County selected Shanahan & Shanahan LLP, Jim Bennett and John Dull to supervise the proceedings required by the Recovery Act and to serve as bond counsel, financial consultant and local counsel, respectively, for the County's issuance and sale of its Recovery Zone Facility Bonds for the Schulte Project (the "Bonds"); and

WHEREAS, it now appears to be in the best interest of the County and Schulte for the County to re-allocate Schulte's volume to the City in order for the City to issue the Bonds; and

WHEREAS, pursuant to IRS Notice 2009-50, the County is authorized to allocate volume cap to the City, and the City qualifies as an Eligible Issuer of Recovery Zone Facility Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA as follows:

Order #29 (cont'd)

Section 1. The Board determines that the County shall re-allocate, and does hereby re-allocate, \$7,659,234 of its Recovery Zone Facility Bond volume to the City so that the City may act as a conduit issuer for Schulte to lower Schulte's cost of individual borrowing.

Section 2. The Board's re-allocation is conditioned upon the City's agreement to issue Recovery Zone Facility Bonds and loan the proceeds thereof to Schulte (assuming such a financing is marketable) and to use Shanahan & Shanahan LLP as bond counsel or co-bond counsel, Jim Bennett as financial consultant or co-financial consultant, and John Dull as local counsel or co-counsel for the issuance of the Bonds.

Section 3. The Board's re-allocation is also conditioned upon the City's acceptance of Section 2 of the Allocation Resolution. The City must file a notice of issuance of the Bonds with the County Auditor within ten (10) days after the Bonds are issued. If the Bonds for the approved project are not issued by the City on or before June 1, 2010, this Resolution may be rescinded and the re-allocation to the City withdrawn. If on June 1, 2010, it appears reasonably certain that the Bonds will be issued by July 1, 2010, the Board will grant a 30-day extension to allow the Bonds to be issued. Any extension beyond July 1, 2010, shall be up to the sole and complete discretion of the Board.

Section 4. This Resolution shall be effective as of the date hereof.

Dated this 18th day of November, 2009.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA

Francis DuPey
Commissioner

Bonnie Lilly
Commissioner

Gerry Scheub
Commissioner

ATTEST
Peggy Holinga Katona
County Auditor

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

The next Board of Commissioners Meeting will be held on Wednesday, December 16, 2009 at 10:00 A.M.

The following officials were Present:
Attorney John Dull
Dan Ombac
Brenda Koselke
Jim Bennett
Marcus Malczewski

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

