

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 10<sup>th</sup> day of November, 2008 at about 4:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 10<sup>th</sup> day of November, 2008 at about 4:15 p.m.

Order #1 Agenda #5

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

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

Order #2 Agenda #5B

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

DuPey made a motion, seconded by Allen, to approve the Additions: **Item #32A** – County Utility Agreement between Northwestern Indiana Telephone Company (NITCO) and The Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Communication Cables – Clay Street from 173<sup>rd</sup> Avenue to SR2; **Item #32B** – County Utility Agreement between the Indiana Department of Transportation (INDOT) and The Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Underground Fiber Optic Cable – 17943 Mississippi Street, Lowell, Indiana; **Item #32C** – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Buried Telephone Facilities, Job #6509238 – Ridge Road at Whitcomb, Calumet Township; **Item #54A** – Request for Extension of Business Personal Property Audit Services Contract between Tax Management Associates, Incorporated and the Board of Commissioners of the County of Lake on behalf of The Lake County Assessor for the period of January 1, 2009 to December 31, 2010 at the same rate; **Item #61A** – Consulting Contract between Anthony W. Overholt and the Board of Commissioners of the County of Lake on behalf of Lake County Council for Attorney Services Concerning Collective Bargaining Negotiations in an amount not to exceed \$25,000.00 at rate of \$195.00 per hour plus expenses for the period of November 1, 2008 to December 31, 2009; **Item #71C** – Hobart Police Department E-9-1-1 request in the amount of \$1,280.00; **Item #71D** – Dyer Police Department E-9-1-1; **Item #71E** – Lake County Sheriff E-9-1-1 request in the amount of \$2,639.42; **Item #84A** – Lake County Board of Commissioners/Lake County Sheriff's Department "Request for Lake County Government Center Identification (LCGOVID) Form for Approval of use; **Item #84B** – Memo from the Commissioners Attorney concerning Site Correction; **Item #84C** – Indiana Department of Environmental Management (IDEM) Waste Tire Management Grant in the amount of \$14,632.00 to install a pour-in-place surface at the patio area of the Lake County Fairgrounds to be made a matter of public record; **Item #84D** – Letter from the Town of Merrillville petitioning to place a new Merrillville Storm Water Utility Fee on the Lake County Property Tax Bills; **Deletions** – Number 10; **Corrections** – Number 63 Should Read to be paid quarterly at the rate of \$59,754.50. Motion passed 3-0.

Order #2 Agenda #5D

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

DuPey made a motion, seconded by Allen, to approve the final agenda. Motion passed 3-0.

Order #2 Agenda #5E

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order #3 Consent Agenda

In the Matter Consent Agenda Items

Allen made a motion, seconded by DuPey, to approve Consent Agenda Items (#25, 33A, 33B, 33C, 33D, 33E, 89, 90A, 90B, 90C, and 92A). Motion passed 3-0.

Order #3 Consent Agenda #25

In the Matter of L.C. Highway Department – Dyer Construction Company, Inc. Performance Bond and Payment Bond for County Structure #1332, Sohl Street, Culvert Replacement (Storm Damage).

Allen made a motion, seconded by DuPey, to approve and make a matter of public record L.C. Highway Department – Dyer Construction Company, Inc. Performance Bond and Payment Bond for County Structure #1332, Sohl Street, Culvert Replacement (Storm Damage). Motion passed 3-0.

Order #3 Consent Agenda #33 A-E

In the Matter of L.C. Highway Department – Certificates of Liability Insurance (Qwest Communications Corporation; Kincaid, Inc.; The Airmarking Company, Inc.; Sunset Transportation, Inc.; B & D Sewer & Backhoe Service/Robert J. Delco, Inc.)

Allen made a motion, seconded by DuPey, to approve and make a matter of public record L.C. Highway Department's Certificates of Liability Insurance (Qwest Communications Corporation; Kincaid, Inc.; The Airmarking Company, Inc.; Sunset Transportation, Inc.; B & D Sewer & Backhoe Service/Robert J. Delco, Inc.). Motion passed 3-0.

## Order #3 Consent Agenda #89

In the Matter of Vendor Qualification Affidavits.

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

CUTTING EDGE ELECTRIC, INC.  
LIGHT YEAR WIRELESS/ ALEXANDER LEON  
POLLARD CONSTRUCTION  
AIR-CARE INC.  
CUMMINGS HTG. & A/C, INC.  
FIELDHOUSE REFRIGERATION  
KWIATKOWSKI PLUMBING, INC.  
LARSON'S HEATING, A/C, REFRIGERATION, INC.  
AIRTRON ENTERPRISES dba MERTS HEATING & COOLING  
308 SYSTEMS  
MELISSA A. CUNDIFF  
INNOVATIVE ENTERPRISES/ Jose LAX-Salinas  
LAWRENCE GARDNER  
GORE BROTHERS REPORTING CO., INC.  
TERRY'S AUTO CARE CENTER  
ROGER L. TERRY, Ph.D.  
PETER R. DE FOREST (FORENSIC CONSULTANTS)  
MASTER LOCK COMPANY, LLC  
EAST CENTRAL INDIANA PATHOLOGISTS, PC  
MIDWEST HOSPITALISTS GROUP  
TRIMARD ERF INC. dba BIGTRAY  
DR. YASER ALOBEID dba FAMILY MEDICINE OF MERRILLVILLE  
NANCY R. STAREWICZ  
JONES ENT, INC.  
EDDIE D. MELTON  
STAPLES  
PROVEN BUSINESS SYSTEMS  
WORDS & PICTURES CORP.  
INTERTEC CORPORATION  
STANDARD LABEL CO., INC.

## Order #3 Consent Agenda #90A

In the Matter of Clerk's Branches Report for the months of October and December, 2007.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of October and December, 2007. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Clerk's Branches Reports of October and December, 2007 as submitted. Motion passed 3-0.

## Order #3 Consent Agenda #90B

In the Matter of Clerk's Branches Report for the months of January, August and November, 2008.

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

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

## Order #3 Consent Agenda #90C

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

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

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

## Order #3 Consent Agenda #92

In the Matter of Certificate of Appointment of Reverend O.C. Comer as member of the Judicial Nominating Commission, District 1.

Allen made a motion, seconded by DuPey, to make a matter of public record the Certificate of Appointment of Reverend O.C. Comer as member of the Judicial Nominating Commission, District 1, for a term commencing October 8, 2008, to expire on the 30<sup>th</sup> day of September 2012. Motion passed 3-0.

## Order #3 Consent Agenda #92

In the Matter of Certificate of Appointment of Bobbi Costa as member of the Judicial Nominating Commission, District 3.

Allen made a motion, seconded by DuPey, to make a matter of public record the Certificate of Appointment of Bobbi Costa as member of the Judicial Nominating Commission, District 3, for a term commencing October 8, 2008, to expire on the 30<sup>th</sup> day of September 2012. Motion passed 3-0.

## Order #4 ADD Agenda #84D

In the Matter of Letter from the Town of Merrillville Petitioning to place a new Merrillville Storm Water Utility Fee on the Lake County Property Tax Bills.

Comes now before the Board, Representatives of the Town of Merrillville on behalf of the Letter from the Town of Merrillville Petitioning to place a new Merrillville Storm Water Utility Fee on the Lake County Property Tax Bills. Attorney Irak addresses this issue on behalf of the Commissioners and instructs the Representatives of the Town of Merrillville to go before their Council, in a public meeting, to see if we (The Board of Commissioners) have the legal authority to do this.

Allen made a motion, seconded by DuPey, with the recommendation of Attorney Irak, to table this item. Motion passed 3-0.

## Order #5 Agenda #7

In the Matter of L.C. Building Manager – Seek proposals: Waste Removal at the Lake County Government Center for 2009.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Building Manager for Waste Removal at the Lake County Government Center for 2009 with the return of bids by Wednesday, December 17, 2008 prior to 9:30am in the Lake County Auditor's Office. Motion passed 3-0.

Able Disposal

Allied Waste Services

Waste Management

## Order #6 Agenda #8

In the Matter of L.C. Building Manager – P & S Construction Change Order in the amount of \$3,500.00 to remove and replace 300' of cove base wall trim in the East Chicago Courthouse, Clerk's Office.

DuPey made a motion, seconded by Allen, to approve P & S Construction Change Order in the amount of \$3,500.00 to remove and replace 300' of cove base wall trim in the East Chicago Courthouse, Clerk's Office under the Building Manager. Motion passed 3-0.

## Order #7 Agenda #9 A-B

In the Matter of L.C. Building Manager – Property Disposal Request: A. Lake County Auditor; B. Lake County Juvenile Court CASA.

Allen made a motion, seconded by DuPey, to approve the request for disposal of property for the Lake County Auditor and Lake County Juvenile Court CASA under the Building Manager. Motion passed 3-0.

## PRESENTATION

## L.C. HIGHWAY DEPARTMENT

The Lake County Highway Department makes a presentation of award to Kevin Sierzputowski, an outstanding employee of the Highway Department who won the Championship for the State of Indiana Front-End Loader Competition, presenting him with a plaque as the Champion of the Front-End Loader Competition for the State of Indiana and the trophy itself will remain with Board of Commissioners for one year.

## Order #8 Agenda #12

In the Matter of L.C. Highway – Ratification of Specifications for: A. One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production; B. One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production; C. Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production.

DuPey made a motion, seconded by Allen, to ratify the approval the specifications for the Highway Department for One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production, One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production, and Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production for bids to be opened today. Motion passed 3-0.

## Order #9 Agenda #14

In the Matter of L.C. Highway – Seek Proposals: Selection of a consulting engineering firm to provide professional services for the Rehabilitation of Lake County Bridge #253 on 3<sup>rd</sup> Street over Lake George in Hobart, Indiana.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Highway Department for the Selection of a consulting engineering firm to provide professional services for the Rehabilitation of Lake County Bridge #253 on 3<sup>rd</sup> Street over Lake George in Hobart, Indiana for the return of proposals by Wednesday, December 17, 2008 by 9:30am. Motion passed 3-0.

## Order #10 Agenda #15

In the Matter of L.C. Highway – Seek Proposals: Tree Removal Services.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Highway Department for Tree Removal Services for the return of proposals by Wednesday, December 17, 2008 by 9:30am. Motion passed 3-0.

A-1 Daves Tree Service  
Cams Tree ServiceCams Tree Service  
Timber Masters

All Weather Tree Service

## Order #11 Agenda #16

In the Matter of L.C. Highway – Request from Wilcox Engineering for termination of their contract dated February 25, 1998 for Design Engineering Services for the Replacement of Lake County Bridge #2, Range Line Road over the Kankakee River.

## Order #11 Agenda #16 (cont'd)

DuPey made a motion, seconded by Allen, to terminate the contract with Wilcox Engineering dated February 25, 1998 for Design Engineering Services for the Replacement of Lake County Bridge #2, Range Line Road over the Kankakee River. Motion passed 3-0.

## Order #12 Agenda #17

In the Matter of L.C. Highway – Request for the selection of a consultant for Design Engineering Services for the Replacement of Lake County Bridge #2, Range Line Road over the Kankakee River.

Allen made a motion, seconded by DuPey, to select R.W. Armstrong as the consultant for Design Engineering Services for the Replacement of Lake County Bridge #2, Range Line Road over the Kankakee River under the Lake County Highway Department. Motion passed 3-0.

## Order #12 Agenda #18

In the Matter of L.C. Highway – Supplemental Agreement No. 1 between Clark Dietz, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Structure #132, Sohl Avenue over the Grand Calumet River.

Allen made a motion, seconded by DuPey, to approve the Supplemental Agreement No. 1 between Clark Dietz, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Structure #132, Sohl Avenue over the Grand Calumet River. Motion passed 3-0.

**SUPPLEMENTAL AGREEMENT NO. 1**

This supplemental agreement made and entered into this 19<sup>th</sup> day of November, 2008, by and between Lake County, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "Local Public Agency", and Clark Dietz, Inc., Consulting Engineers, hereinafter referred to as the "Consultant".

## WITNESSETH

WHEREAS, the Local Public Agency and the Consultant did, on June 18, 2008, enter into an Agreement for providing for the necessary design services for the preparation of plans and specifications for the culvert replacements on Sohl Avenue over the Grand Calumet River.

WHEREAS, it has been determined by the Local Public Agency that an extension of these services as outlined in the original Agreement is desirable and necessary, and

WHEREAS, in order to provide for completion of these services it is necessary to amend and further supplement the original Agreement.

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

1. The original Contract is amended to provide for the Consultant to provide construction observation services and delete non required Items D2c (Hydraulics), D3 (Geotechnical), D4 (Right-of-Way Services), and D5 (Graphic Modeling).
2. As provided in Appendix "D", Paragraph A1 of the original Agreement and Supplemental No. 1, the total maximum payment of \$77,580.00 shall not change. Attachment A

shall indicate how the additional construction inspection services are to be paid and the total shall not exceed \$32,780 (the amount of the deleted items).

- 3. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated June 18, 2008, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this SUPPLEMENTAL AGREEMENT the day and year first mentioned above.

CONSULTANT:

LOCAL PUBLIC AGENCY:

Clark Dietz, Inc.

Board of County Commissioners  
Lake County, Indiana

BY: \_\_\_\_\_  
John M. Farrar, Vice President

BY: Roosevelt Allen, Jr.  
Roosevelt Allen, Jr., District 1

ATTEST:

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

BY: \_\_\_\_\_  
Hans J. Peterson, P.E., Secretary

BY: Frances DuPey  
Frances DuPey, District 3

ATTEST:

Peggy H. Katona  
Peggy H. Katona, Lake County Auditor

Approved as to Legality and Form:

Clyde Jones  
Clyde Jones, Attorney for Lake County

(see file for "attachment a")

Order #13 Agenda #19

In the Matter of L.C. Highway – Indot-Local Public Agency Contract Supplement #1, EDS No.: A249-09-320020A between the Indiana Department of Transportation and the and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #77, 205<sup>th</sup> Avenue over Bruce Ditch in the amount of \$100,000.00.

DuPey made a motion, seconded by Allen, to approve the Indot-Local Public Agency Contract Supplement #1, EDS No.: A249-09-320020A between the Indiana Department of Transportation and the and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #77, 205<sup>th</sup> Avenue over Bruce Ditch in the amount of \$100,000.00. Motion passed 3-0.

Revised 7/9/08

INDOT-LOCAL PUBLIC AGENCY CONTRACT

SUPPLEMENT #1

EDS No.: A249-09-320020A

This Supplemental Contract, made and entered into this 19th day of November, 2008, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and (hereinafter referred to as "LPA").

RECITALS

WHEREAS, INDOT and the LPA did, on October 9, 2008, enter into a Contract, providing for Services required in connection with INDOT Project Number 0400710 and INDOT Designation Number\_0400710 and

WHEREAS, it has been determined by INDOT that a supplement to the previously executed INDOT/LPA Contract for Services is necessary due to a change in the amount of Federal aid allocated to the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, The LPA and INDOT agree as follows:

The "Recitals" above are hereby make an integral part of and specifically incorporated into this Contract Supplement #1.

FUNDING COMMITMENTS. The maximum amount of Federal aid allocated to the Project, including credits (Section IV, page 2 of 12) is revised to reflect an increase of \$100,000.00 from \$640,000.00 to \$740,000.00.

ATTACHMENT D-FUNDING COMMITMENT. Revised page 1 of 3 and revised page 2 of 3, herein attached, of Attachment D reflect the changed allocation of Federal aid.

LPA/STATE COST WORKSHEET-Exhibit #1. Revised Exhibit #1, herein attached, reflects the changed allocation of Federal aid.

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

Revised 7/9/08

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA Lake County (County, City or Town)

STATE OF INDIANA Department of Transportation

Recommended for approval by: Signature and Date

Roosevelt Allen Jr. District 1 Member (Print or type name and title)

Robert D. Cales, Director Contract Administration Division

Signature and Date

Date:

Gerry J. Scheib, District 2 Member (Print or type name and title)

Executed by:

Signature and Date

Karl B. Browning, Commissioner (FOR)

Frances Dupey, District 3 Member (Print or type name and title)

Date: Department of Administration

Signature and Date

Carrie Henderson, Commissioner

Attest: Lake County Auditor,

Date: State Budget Agency

Approved as to Form and Legality:

Christopher A. Ruhl, Director

Clyde Jones, Attorney Prepared by: Frederic Bartlett Date: 8/21/08

Stephen Carter, Attorney General of Indiana (FOR)

Date:

Revision Date: 11/15/07

**Exhibit # 1  
LPA/STATE MASTER CONTRACT WORKSHEET FOR PE, RW, CN & CE  
80% FEDERAL/20% LOCAL  
MPO PROJECT  
NO FEDERAL CREDITS**

Enter Data In All Applicable Blue Cells	Contract #	B-29577A
	Des #	0400710
	MPO	NIRPC
	LPA	Lake County

Estimated Costs For Each Project Phase	PE	\$0.00	100% Local Funds? Y or N	N
	R/W	\$0.00		N
	CN	\$530,485.00		N
	CE	\$79,572.75		N

Actual Known Contractual, Submitted Or Approved Costs For Each Project Phase	PE	
	R/W	
	CN	
	CE	

Federal Funding CAP For Entire Project (Section IV, page 2, Funding Commitments)	CAP	\$740,000.00
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	Funding Split		
	Local Share	Federal Share	Total
<b>PE: Attachment-D, Section I.B</b>			
Line I.B.4, Estimated LM for PE	\$0.00		
Line I.B.5, Estimated LSF for PE	\$0.00		
CAP available for PE		\$740,000.00	
Maximum allowable direct FA contribution for PE		\$0.00	
Line I.B.2, Estimated direct FA contribution for PE		\$0.00	
Line I.B.3, Est FA contribution for approved up-front LPA PE costs (credits)		NA	
Line I.B.1, Estimated PE costs (actual if known)			\$0.00
<b>Total PE</b>	\$0.00	\$0.00	\$0.00

	Funding Split		
	Local Share	Federal Share	Total
<b>R/W: Attachment-D, Section I.C</b>			
Line I.C.4, Estimated LM for R/W	\$0.00		
Line I.C.5, Estimated LSF for R/W	\$0.00		
CAP available for R/W		\$740,000.00	
Maximum allowable direct FA contribution for R/W		\$0.00	
Line I.C.2, Estimated direct FA contribution for R/W		\$0.00	
Line I.C.3, Est FA contribution for approved up-front R/W costs (credits)		NA	
Line I.C.1, Estimated R/W costs (actual if known)			0.00
<b>Total R/W</b>	\$0.00	\$0.00	\$0.00

<b>CN &amp; CE: Attachment-D Section I.D</b>			
<b>CN (Construction)</b>			
Estimated Construction Cost (actual if known)			\$530,485.00
Add: 5% Contingency (Y or N)			\$26,524.25
Less: Non-participating items (100% Local)			\$0.00
Estimated LM for CN	\$111,401.85		
Estimated LSF for CN	(\$0.00)		
CAP available for CN		\$676,341.80	
Maximum allowable direct FA contribution for CN		\$445,607.40	
Estimated FA contribution for CN		\$445,607.40	
<b>Total Federally eligible construction costs</b>	\$111,401.85	\$445,607.40	\$557,009.25
<b>CE (Construction Supervision)</b>			
Line I.D.8.c, Estimated LM for CE	\$15,914.55		
Line I.D.8.d, Estimated LSF for CE	(\$0.00)		
CAP available for CE		\$740,000.00	
Maximum allowable direct FA contribution for CE		\$63,658.20	
Estimated FA contribution for CE		\$63,658.20	
Line I.D.8.b, Max do not exceed FA cont for CE (15% of const cost or 17% if const cost <= \$500,000.000)		\$79,572.75	
Line I.D.8.a, Total estimated CE costs (actual if known)			\$79,572.75
<b>Total CE</b>	\$15,914.55	\$63,658.20	\$79,572.75
<b>CN &amp; CE</b>			
Line I.D.4, Estimated LM for CN & CE	\$127,316.40		
Line I.D.5, Estimated LSF for CN & CE	(\$0.00)		
Line I.D.2, Estimated FA contribution for CN & CE		\$509,265.60	
Line I.D.1, Estimated CN & CE costs			\$636,582.00
<b>Total CN &amp; CE</b>	\$127,316.40	\$509,265.60	\$636,582.00

<b>Overall Project Amounts: Attachment-D, Section I.A</b>			
Line I.A.3, LPA's estimated LM	\$127,316.40		
Line I.A.4, LPA's estimated LSF	(\$0.00)		
Estimated FA contribution		\$509,265.60	
Line I.A.2, Maximum not to exceed amount of FA contribution (Fed CAP)		\$740,000.00	
Line I.A.1, Estimated total project cost			\$636,582.00
<b>Overall Project Totals</b>	\$127,316.40	\$509,265.60	\$636,582.00
Overall Share	20.0%	80.0%	100%

(see file for "attachment d")

**Order #14 Agenda #20**

In the Matter of L.C. Highway – Supplement to the Design Engineering Agreement with Short Elliot Hendrickson for Lake County Bridge #245, Columbia Avenue over the Little Calumet River for an additional \$57,600.00.

DuPey made a motion, seconded by Allen, to approve the Supplement to the Design Engineering Agreement with Short Elliot Hendrickson for Lake County Bridge #245, Columbia Avenue over the Little Calumet River for an additional \$57,600.00 on behalf of the Highway Department. Motion passed 3-0.

**Order #15 Agenda #21**

In the Matter of L.C. Highway – Proposal from Dyer Construction for construction of a runaround 20' south of Lake County Bridge #277, 191<sup>st</sup> Avenue over Spring Run Ditch in the amount of \$49,492.96.

Allen made a motion, seconded by DuPey, to ratify the approval of the proposal from Dyer Construction for construction of a runaround 20' south of Lake County Bridge #277, 191<sup>st</sup> Avenue over Spring Run Ditch in the amount of \$49,492.96, project completed November 11, 2008. Motion passed 3-0.

Order #15 Agenda #21 (cont'd)



# Lake County Highway Department

Marcus W. Malczewski  
Superintendent

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

November 19, 2008

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

Attn: Gerald J. Scheub, President

RE: Lake County Bridge # 277, 191<sup>st</sup> Avenue over Spring Run Ditch

Honorable Commissioners:

In accordance with the directive issued by the Lake County Board of Commissioners, on September 17, 2008, authorizing the Highway Department to solicit proposals for a temporary runaround 20' of the existing bridge, Lake County Bridge # 277, 191<sup>st</sup> Avenue over Spring Ditch, the Highway Department received five proposals. construct a temporary runaround 20' south of the existing bridge. The Highway Department also requested  
The earliest start date and time to complete this project.

The proposals were received at the Lake County Highway Department on Friday, October 24, 2008 and opened at 3:15 p.m.

Contractor	Lump Sum Price	Start Date	Completion Date
Dyer Construction	\$49,492.96	4 Days After Notification	5 Working Days
Wirtz and Yates	\$54,500.00	Pipe to be ordered 2.5 weeks	
V-Mad	\$65,516.65	3-5 Days From Notification	5-6 Calendar Days
Ellas Construction	\$90,000.00	3 Working Days after Award	10-Working Days
Boyd Construction	\$113,035.00	Nov 3, 2008	15-Working Days

The Highway Department reviewed the proposals and verbally issued Notice to Proceed to Dyer Construction Company, the lowest and most responsive bidder, on Monday October 27, 2008.

The Lake County Highway Department respectfully requests, the Board of Commissioners make the proposal submitted by Dyer Construction Company, a matter of Public Record

Respectfully,

Marcus W. Malczewski, Superintendent

cc: Jill Stochel, Assistant Superintendent  
Duane Alverson, Engineer  
Peggy Siezrputowski, Assistant Engineer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuPuy*  
*Robert Hill*  
*[Signature]*

RATIFIED THIS 17<sup>th</sup> DAY OF November 2008



Order #16 Agenda #22

In the Matter of L.C. Highway – Proposal from Ellas Construction Company, Inc. for emergency debris removal built up and along both sides and under existing bridge, Lake County Bridge #143, Kennedy Avenue over Little Calumet River in the amount of \$8,500.00.

Allen made a motion, seconded by DuPey, to ratify the approval of the proposal from Ellas Construction Company, Inc. for emergency debris removal built up and along both sides and under existing bridge, Lake County Bridge #143, Kennedy Avenue over Little Calumet River in the amount of \$8,500.00. Motion passed 3-0.



Order #16 Agenda #22 (cont'd)



# Lake County Highway Department

Marcus W. Malczewski  
Superintendent

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



November 19, 2008

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

Attn: Gerald J. Scheub, President

RE: Lake County Bridge # 143 Kennedy Avenue over Little Calumet River  
Emergency removal of all debris build along both sides and under the bridge.

Honorable Commissioners:

In accordance with the directive issued by the Lake County Board of Commissioners, on September 17, 2008, authorizing the Highway Department to solicit proposals for emergency debris removal build along both sides and under existing bridge, Lake County Bridge # 143 Kennedy Avenue over Little Calumet River the Highway Department received four proposals. To remove and dispose of all debris built up and along and under bridge # 143.

The proposals were received at the Lake County Highway Department on Friday, October 31, 2008 and opened at 3:15 p.m.

Contractor	Lump Sum Price	Start Date	Completion Date
Ellas Construction Co.	\$8,500.00	November 5, 2008	2 Days
Boyd Consatruction	\$13,500.00	November 6, 2008	4 Days
Dyer Construction	\$15,000.00	November 6, 2008	2 Days
V-Mad	\$20,291.25	November 4, 2008	3-5-Days

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

The Lake County Highway Department respectfully requests, the Board of Commissioners make the proposal submitted by Ellas Construction Company, a matter of Public Record

Respectfully,

Marcus W. Malczewski, Superintendent

cc: Jill Stochel, Assistant Superintendent  
Duane Alverson, Engineer  
Peggy Siezputowski, Assistant Engineer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Gerald J. Scheub*  
*James J. Allen*  
*James J. DuPey*

RATIFIED THIS 19<sup>th</sup> DAY OF Nov 2008



Order #17 Agenda #23

In the Matter of L.C. Highway – Kankakee River Basin Committee request for payment in the amount of \$7,345.00 for removal of hazardous debris at Lake County Bridge #36, State Line Bridge over the Kankakee River.

DuPey made a motion, seconded by Allen, to approve the request of the Kankakee River Basin Committee for payment in the amount of \$7,345.00 for removal of hazardous debris at Lake County Bridge #36, State Line Bridge over the Kankakee River. Motion passed 3-0.

Order #18 Agenda #24

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Job #6557329 located at 121<sup>st</sup> Avenue, Center Township and SE ¼ Section 18 T34N R8W and NE ¼ Section 13 T34N R9W.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Job #6557329 located at 121<sup>st</sup> Avenue, Center Township and SE ¼ Section 18 T34N R8W and NE ¼ Section 13 T34N R9W. Motion passed 3-0.

Order #18 Agenda #24 (cont'd)

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T-INDIANA Engineer: Angelo LaMantia
302 S. East St Phone: 219-662-4418
Crown Point, IN 46307

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
buried telephone facilities; re: job #6557329

located at 121st Ave, Center Township and SE 1/4 Section 18 T34N R8W and NE 1/4
Section 13 T34N R9W.

is hereby granted permission to be located within the highway right-of-way in accordance
with the attached drawings or if no drawings are attached, the utility facility will be
placed adjacent to the present utility facilities and within two feet of the right-of-way line
as indicated on the plans for the proposed project. In consideration thereof the Permittee
hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on,
over, along or under the highway within the right-of-way limits will be located and
accommodated in a manner that will not impair the planned highway, or its construction,
or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility
adjustments should future traffic conditions or road improvements necessitate when so
requested by the Board and assume the cost thereof, except where Permittee has a
compensable property right therein or where reimbursement of such costs is provided for
by law.

The Permittee further agrees to comply with the rules and regulations of the Board in
servicing, maintaining, replacing and removing the above described facilities, and to
obtain a permit before performing any of these functions on such facilities located within
the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any Claim for
damages of any nature whatsoever arising out of Permittee's negligence in connection
with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said
highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may
be reasonably required by the Board for safety and convenience of the public and shall
furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic
shall be maintained at all times unless otherwise indicated hereon by special endorsement
of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway
appurtenances arising from the installation, maintenance or repair of Permittee's utility
facilities shall be repaired at expense of Permittee. No portion of the pavement of any
highway shall be disturbed without prior permission of the Board. Upon completion of
any work within limits of the highway all disturbed portions shall be replaced as nearly as
practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Board and the utility that the utilities shall comply
with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use
and Occupancy of Public Highway Rights-of-way by Utilities 1971".

7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake
County Board of Commissioners for the amount of \$1,000,000.00.

Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Date of Signature 10/21/08

Member

Recommended for Approval by:

Member

Member

Lake County Highway Department

Member

Lake County Highway Department

ATTEST: Lake County Auditor

Order #19 Agenda #26

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

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



Marcus W. Malczewski  
Superintendent



# Lake County Highway Department

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

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered in to this 19<sup>th</sup> day of November, 2008 by and between Lake County, Indiana by and through the BOARD OF COMMISSIONERS and the TOWN OF LOWELL, hereinafter referred to as "VENDOR".

### WITNESSETH

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

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

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

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

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

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

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



This MEMORANDUM OF UNDERSTANDING is entered into this 19<sup>th</sup> day  
Of November, 2008.

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

LAKE COUNTY BOARD OF COMMISSIONERS

Before me, a Notary Public, appeared Roosevelt Allen Jr.  
Gerry Scheub, and acknowledged the execution of the foregoing.

MY COMMISSION EXPIRES 2-18-09

Paulette T. Crittenden  
NOTARY PUBLIC  
Paulette T. Crittenden

TOWN OF LOWELL

BY: Phillip Kuiper  
Phillip Kuiper, President

Before me, a Notary Public, appeared Phillip Kuiper  
10-30-08 and acknowledged the execution of the foregoing,

MY COMMISSION EXPIRES

Judith Walters  
NOTARY PUBLIC  
Clerk-Treasurer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey  
Roosevelt Allen Jr.  
Gerry Scheub  
RATIFIED THIS 19<sup>th</sup> DAY OF Nov, 2008

Order #20 Agenda #27

In the Matter of L.C. Highway – Offer from Midwestern Electric, Inc. to extend their 2008 Traffic Signal and Lighting Agreement through the year 2009 at the same rate as 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Offer from Midwestern Electric, Inc. to extend their 2008 Traffic Signal and Lighting Agreement through the year 2009 at the same rate as 2008. Motion passed 3-0.

Order #21 Agenda #28

In the Matter of L.C. Highway – Consulting Contract with Terrence J. Bronowski, Certified Public Accountant on behalf of the Lake County Highway Department in an amount not to exceed \$16,000.00 at the rate of \$40.00 per hour for the year 2009.

Allen made a motion to approve, no seconded. Allen withdraws motion, all being in favor of withdrawal.  
DuPey made a motion, seconded by Allen, to have the Highway Department seek proposals for the Annual Audit of the Highway Department with the return of proposals by Wednesday, December 17, 2008 prior to 9:30am. Motion passed 3-0.

## Order #22 Agenda #29

In the Matter of L.C. Highway – Memorandum of Understanding between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for AE90 Liquid Asphalt in the amount of \$1.87 per gallon.

DuPey made a motion, seconded by Allen, to ratify the Memorandum of Understanding between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for AE90 Liquid Asphalt in the amount of \$1.87 per gallon. Motion passed 3-0.

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 10<sup>th</sup> day of October, 2008 by and between Lake County, Indiana by and through the BOARD OF COMMISSIONERS and the CITY OF CROWN POINT, hereinafter referred to as "VENDOR".

**WITNESSETH**

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

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

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

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

WHEREAS, the VENDOR and DEPARTMENT are agreeable to immediate reimbursement at a cost of \$1.87 per gallon for the liquid asphalt.

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

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

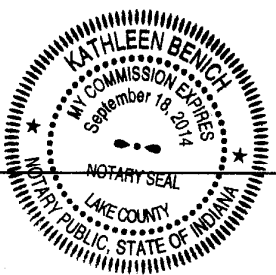
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This MEMORANDUM OF UNDERSTANDING is entered into this 10<sup>th</sup> day of October, 2008.

**LAKE COUNTY BOARD OF COMMISSIONERS**

Roosevelt Allen Jr.  
ROOSEVELT ALLEN JR.  
Gerry Scheub  
GERRY SCHEUB  
Frances DuPey  
FRANCES DUPEY  
Lake County Board of Commissioners

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

MY COMMISSION EXPIRES:  Kathleen Benich  
NOTARY PUBLIC

**CITY OF CROWN POINT**

BY [Signature]

Before me, a Notary Public, appeared David D. F. Ulan, and acknowledged the execution of the foregoing.

MY COMMISSION EXPIRES: 11/13/2008 Linda Abraham  
NOTARY PUBLIC

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**  
Frances DuPey  
Gerry Scheub  
RATIFIED THIS 19<sup>th</sup> DAY OF Nov 2008

Order #23 Agenda #30

In the Matter of L.C. Highway – Permanent Right-of-Way concerning Lake County Bridge #99, Grand Boulevard over Deep River, Parcels 1 to 7 in the amount of \$34,800.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Permanent Right-of-Way concerning Lake County Bridge #99, Grand Boulevard over Deep River, Parcels 1 to 7 in the amount of \$34,800.00. Motion passed 3-0.

Order #24 Agenda #31

In the Matter of L.C. Highway – Request for release of bond concerning Snyder Acres Road Improvement.

DuPey made a motion, seconded by Allen, to release the bond concerning Snyder Acres Road Improvement. Motion passed 3-0.

Order #24 Agenda #31 (cont'd)

### COUNTY HIGHWAY SUBDIVISION INSPECTION Snyder\_ REPORT

SUBDIVISION NAME SNYDER ACRES  
BOND/LETTER OF CREDIT STATUS \_\_\_\_\_  
PERFORMANCE ( X ) MAINTENANCE ( ) AMOUNT \$5,935.00  
DATE POSTED \_\_\_\_\_ EXPIRATION DATE August 16, 2008  
COPIES OF BOND OR LETTER OF CREDIT ATTACHED \_\_\_\_\_

#### BOND LETTER OF CREDIT RELEASE FINAL INSPECTION

Has the following been approved:

- A. Shoulder & Ditches/Curbs YES ( X ) NO ( ) N/A ( )
- B. Related Storm Drainage Structures/Sewers YES ( ) NO ( ) N/A ( X )
- C. Seeded/Sodded Areas YES ( X ) NO ( ) N/A ( )
- D. Asphalt Surface YES ( ) NO ( ) N/A ( X )
- E. Signage (speed limits, street names & Stop signs) YES ( ) NO ( ) N/A ( X )
- F. Pavement Cores YES ( ) NO ( ) N/A ( X )
- G. As built Plans YES ( ) NO ( ) N/A ( X )

**FINAL INSPECTION: APPROVED ( ) FAILED ( X )**

If failed list reasons: Shoulder work complete not seeded (to hot and dry to germinate)

DATE INSPECTED August 6, 2008 INSPECTED BY Peggy Sierzputowski

**RE-INSPECTION OF FINAL IF REQUIRED: APPROVED ( ) FAILED ( )**

If failed list reasons: \_\_\_\_\_

DATE INSPECTED \_\_\_\_\_ INSPECTED BY \_\_\_\_\_

**INSPECTION FEE:**

The total inspection fee shall be fifteen (\$15.00) dollars per lot with a minimum of seventy-five (\$75.00) dollars.

Check shall be payable to the LAKE COUNTY MOTOR VEHICLE HIGHWAY FUND.

2 LOTS X \$15 (fifteen dollars = AMOUNT DUE \$75.00

DATE PAID October 27, 2008 CHECK # 200008906

RECEIVED FROM FIRST MIDWEST BANK

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis DuPey*  
*Bonnie Allen*  
*Gregory Schaefer*  
 APPROVED THIS 19th DAY OF NOVEMBER 2008

Order #25 Agenda #32

In the Matter of L.C. Highway – Service Agreement between Marshall II Enterprises, Inc./Alpine Valley and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Lowell Garage.

DuPey made a motion, seconded by Allen, to approve the Highway Department’s Service Agreement with Marshall II Enterprises, Inc./Alpine Valley for the Lowell Garage. Motion passed 3-0.

Order #26 ADD Agenda #32A

In the Matter of L.C. Highway – County Utility Agreement between Northwestern Indiana Telephone Company (NITCO) and The Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Communication Cables – Clay Street from 173<sup>rd</sup> Avenue to SR2.

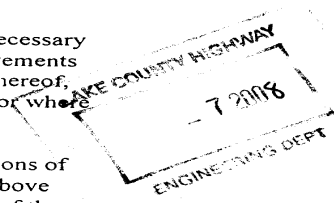
DuPey made a motion, seconded by Allen, to approve the Highway Department’s County Utility Agreement with Northwestern Indiana Telephone Company (NITCO) for Communication Cables – Clay Street from 173<sup>rd</sup> Avenue to SR2. Motion passed 3-0.

Order #26 ADD Agenda #32A (cont'd)

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
NORTHWESTERN INDIANA TELEPHONE COMPANY (NITCO)
hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
COMMUNICATIONS CABLES
located at CLAY STREET FROM 173RD AVE TO SR 2
is hereby granted permission to be located within the highway right-of-way in accordance with
the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to
the present utility facilities and within two feet of the right-of-way line as indicated on the plans
for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and
conform with the following terms and conditions:

- 1. The above described utility facilities to be retained, installed, adjusted or
relocated on, over, along or under the highway within the right-of-way
limits will be located and accommodated in a manner that will not impair
the planned highway, or its construction, or maintenance or interfere
with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary
utility adjustments should future traffic conditions or road improvements
necessitate when so requested by the Board and assume the cost thereof,
except where Permittee has a compensable property right therein or where
reimbursement of such costs is provided for by law.
The Permittee further agrees to comply with the rules and regulations of
the Board in servicing, maintaining, replacing and removing the above
described facilities, and to obtain a permit before performing any of these
functions on such facilities located within the highway right-of-way.
3. The Permittee shall save harmless and indemnify the Board from any
claim for damages of any nature whatsoever arising out of Permittee's
negligence in connection with any work done pursuant to this agreement.



- 4. During the progress of any construction undertaken within the limits of
the said highway in pursuance hereof, the Permittee shall provide watchmen
and flagmen as may be reasonably required by the Board for safety and
convenience of the public and shall furnish all barricades, signs and lights
reasonably necessary to protect the public. Traffic shall be maintained at all
times unless otherwise indicated hereon by special endorsement of the
Board's duly authorized representative.
5. All damage to drainage structures, roadbeds, pavements and other highway
appurtenances arising from the installation, maintenance or repair of
Permittee's utility facilities shall be repaired at expense of Permittee. No
portion of the pavement of any highway shall be disturbed without prior
permission of the Board. Upon completion of any work within limits of the
highway all disturbed portions shall be replaced as nearly as practicable in
as good a condition as they were when work was begun.
6. It is understood and agreed by the Board and the utility that the utilities shall
comply with the "State of Indiana, Indiana State Highway Commission
Policies Covering the Use and Occupancy of Public Highway Rights-of-way
by Utilities 1971".
7. The filing of a Bond or a certificate of Insurance acceptable and approved by the
Lake County Board of Commissioners for the amount of \$1,000,000.00.

Don Schoenbeck
Applicant or Authorized Representative
Date of Signature 11/7/08

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Juanita Duff
Member

Recommended for Approval by:
A. Durb
Lake County Highway Department

Boonville
Member

P. S. ...
Lake County Highway Department

Henry Schuch
Member

ATTEST: Peggy Holman
Lake County Auditor



## Order #26 ADD Agenda #32B

In the Matter of L.C. Highway –County Utility Agreement between the Indiana Department of Transportation (INDOT) and The Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Underground Fiber Optic Cable – 17943 Mississippi Street, Lowell, Indiana.

DuPey made a motion, seconded by Allen, to approve the Highway Department's County Utility Agreement with the Indiana Department of Transportation (INDOT) for Underground Fiber Optic Cable – 17943 Mississippi Street, Lowell, Indiana. Motion passed 3-0.

**COUNTY UTILITY AGREEMENT**

The Board of County Commissioners of Lake County hereinafter referred to as the Board, and

The Indiana Department of Transportation

( Utility )

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of underground Fiber Optic Cabling located at the following described location near 17943 Mississippi Street, Lowell, Indiana 46356 as indicated in the attached aerial photograph are hereby granted a permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform to the following terms and conditions:

1. The above-described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
  2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided by law.
  3. The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above-described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.
  4. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement
-

- 5. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
  
- 6. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at the expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

*Tim Wells*  
 Tim Wells – ITS Field Engineer, INDOT  
 Authorized Representatives  
 Of Permittee  
 Date 11/10/2008

BOARD OF COUNTY COMMISSIONERS  
 Lake County, Indiana

*Juanita DePuy*  
 President  
*Bonnie Allen*  
 Member  
*Henry Scheub*  
 Member

Attest:  
*Peggy Helinger Kutzma*  
 Lake County Auditor

Recommended for approval  
*[Signature]*  
*[Signature]*  
 Date 11-12-08

Order #26 ADD Agenda #32C

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of The Lake County Highway Department for Buried Telephone Facilities, Job #6509238 – Ridge Road at Whitcomb, Calumet Township.

DuPey made a motion, seconded by Allen, to approve the Highway Department's County Utility Agreement with AT&T-Indiana for Buried Telephone Facilities, Job #6509238 – Ridge Road at Whitcomb, Calumet Township. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and

AT&T -Indiana
302 S. East St.
Crown Point, IN 46307

Engineer: Mark Levin
Tele. No. 219-662-4470

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of buried telephone facilities: RE: Job 6509238

located at Ridge Rd/Whitcomb, Calumet Township and NW 1/4 Section 30 T36N R8W

is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".

7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

[Signature]
Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Date of Signature 10/16/08

[Signature]
Member

Recommended for Approval by:
[Signature]
Lake County Highway Department

[Signature]
Member

[Signature]
Lake County Highway Department

[Signature]
Member

Attest: [Signature]
Lake County Auditor

Order #27 Agenda #37


In the Matter of L.C. Sheriff – Consulting Contract between Nancy R. Starewicz and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff November 30, 2008 to August 31, 2009 in an amount not to exceed \$14,400.00, payable at the rate of \$360.00 per week.

DuPey made a motion, seconded by Allen, to have the Sheriff’s Department seek proposals instead of approving this Consulting Contract and ordered same for proposals to be returned by the next meeting of Wednesday, December 17, 2008 prior to 9:30am in the Auditor’s Office. Motion passed 3-0.

Order #28 ADD Agenda #84A


In the Matter of L.C. Board of Commissioners/Lake County Sheriff’s Department “Request for Lake County Government Center Identification (LCGOVID) Form” for approval of use.

Allen made a motion, seconded by DuPey, to approve the usage of the “Request for Lake County Government Center Identification (LCGOVID)” form. Motion passed 3-0.



**LAKE COUNTY BOARD OF COMMISSIONERS**

**LAKE COUNTY SHERIFF'S DEPARTMENT**



**Request for Lake County Government Center Identification (LCGOVID)**

APPLICANT INFORMATION

Office Holder\Elected Official   
  Full Time Employee   
  Part-Time Employee   
  Outside Contractor   
  Volunteer

**Date:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
( MM/DD/YYYY ) ( Last, First MI )

**Address:** \_\_\_\_\_  
Street City State Zip

**D.L. #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_  
Home Work

D.O.B. Race Sex Height Weight  
 Yes  No  
Eye Color Glasses Hair Color

EMPLOYEE VERIFICATION:

*I certify the information provided above is true and accurate as of the date of this request. I also understand the identification issued remains the sole property of the County of Lake and will be surrendered to my office\department head at separation and\or when stipulated by the department head, Sheriff, Commissioner(s) or designee. I also acknowledge the issue of a LCGOVID implies no authorization to circumvent stipulated security measures.*

\_\_\_\_\_  
Employee's Signature of Acknowledgement

Responsible Office Holder and\or Department Head:

*I request the above employee be issued a LCGOVID for their term of employment with this office\department from the Lake County Sheriff's Department Bureau of Identification (B of I). I also acknowledge responsibility for notifying the B of I in writing within 24 hours, any change of the employee's status, loss or stolen LCGOVID, and the collection of the LCGOVID for return to the B of I when warranted.*

\_\_\_\_\_  
Printed Name of Office\Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Office\Department Head  
**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

\_\_\_\_\_  
B of I Use

\_\_\_\_\_  
B of I Clerk

Approved  
 Disapproved

\_\_\_\_\_  
Date  
**APPROVED THIS 17<sup>th</sup> DAY OF November 20 08**

## Order #29 Agenda #38

In the Matter of L.C. Community Corrections – Amendment #2 to the Agreement entered into between Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf Lake County Community Corrections to provide funding for renovations and equipment costs in the amount of \$200,000.00.

DuPey made a motion, seconded by Allen, to approve the Amendment #2 with the Indiana Department of Correction on behalf Lake County Community Corrections to provide funding for renovations and equipment costs in the amount of \$200,000.00. Motion passed 3-0.

10/22/2008 WED 15:51 FAX 12197553857

DAY-REPORTING

003

AMENDMENT #2

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

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

This Amendment provides funding for Lake County Community Corrections for renovations and equipment costs for a Work Release Facility. The amendment is in the amount of \$200,000.00 (see Exhibit C). This amount is over and above the \$4,126,112.00 involved in the basic agreement (see Exhibits A, B, and B-1) for a total amount not to exceed \$4,326,112.00.

The following clauses in the Contract are amended as follows:

**Purpose of this Grant Agreement:** Paragraph 1 relating to payment is hereby amended to reflect the total amount of funding awarded to the grantee.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in effect.

**Non-Collusion and Acceptance**

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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

Indiana Department of Correction:

Edwin G. Buss, Commissioner  
Date: \_\_\_\_\_

The Board of County Commissioners:

County Commissioner:  
Frances DuPey  
Print or Type  
Frances DuPey  
Signature  
Date: 11-19-08

Indiana Department of Administration:

Carrie Henderson, Commissioner  
Date: \_\_\_\_\_

County Commissioner:  
\_\_\_\_\_  
Print or Type  
Bonnie Lilly  
Signature  
Date: 11-19-08

Indiana State Budget Agency:

Christopher Ruhl, Director  
Date: \_\_\_\_\_

County Commissioner:  
\_\_\_\_\_  
Print or Type  
Larry Schuch  
Signature  
Date: 11-19-08

Approved as to Form & Legality:  
Office of the Attorney General:

Stephen Carter, Attorney General  
Date: \_\_\_\_\_

Auditor of County:  
PEGGY H. KATONA  
Print or Type  
Peggy H. Katona  
Signature  
County: Lake County  
Date: \_\_\_\_\_

Order #30 Agenda #39

In the Matter of L.C. Surveyor – Specifications: Hart Ditch Restoration Project in the Town of Munster.

Allen made a motion, seconded by DuPey, to approve the Surveyor's Office specifications for Hart Ditch Restoration Project in the Town of Munster and ordered same for receiving of bids on Wednesday, December 17, 2008 at 9:30am. Motion passed 3-0.

Order #30 Agenda #40

In the Matter of L.C. Surveyor – Christopher B. Burke Engineering, Ltd. Invoice No. 83224 in the amount of \$6,137.77 for emergency engineering services for the 73<sup>rd</sup> Avenue culvert replacement and road repair in the City of Hobart.

Allen made a motion, seconded by DuPey, to approve the Christopher B. Burke Engineering, Ltd. Invoice No. 83224 in the amount of \$6,137.77 for emergency engineering services for the 73<sup>rd</sup> Avenue culvert replacement and road repair in the City of Hobart on behalf of the Surveyor's Office. Motion passed 3-0.

## Order #30 Agenda #41

In the Matter of L.C. Surveyor – Boyd Construction Company, Inc. Invoice No. 202980 in the amount of \$57,049.63 for emergency repairs for culvert replacement and road repair at 73<sup>rd</sup> Avenue in a lateral to Sprout Ditch in the City of Hobart.

Allen made a motion, seconded by DuPey, to approve the Boyd Construction Company, Inc. Invoice No. 202980 in the amount of \$57,049.63 for emergency repairs for culvert replacement and road repair at 73<sup>rd</sup> Avenue in a lateral to Sprout Ditch in the City of Hobart on behalf of the Surveyor's Office. Motion passed 3-0.

## Order #31 Agenda #42

In the Matter of L.C. Juvenile Center – Specifications: Food, Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009.

DuPey made a motion, seconded by Allen, to approve the Juvenile Center's specifications for Food, Bread and Dairy Products for the period of January 1, 2009 to June 30, 2009 and ordered same to advertise for receiving of bids by Wednesday, December 17, 2008 at 9:30am. Motion passed 3-0.

## Order #32 Agenda #43

In the Matter of L.C. Juvenile Center – Seek Proposals: Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming for the year 2009.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Juvenile Center for Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming for the year 2009 and ordered same for receiving of proposals by Wednesday, December 17, 2008 at 9:30am. Motion passed 3-0.

## Order #33 Agenda #44

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Arlington J. Foley on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Public Defender, Conflicts Division's Consulting Contract Amendment to the Agreement entered into with Arlington J. Foley on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #33 Agenda #45

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Kristina L. Garza on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Public Defender, Conflicts Division's Consulting Contract Amendment to the Agreement entered into with Kristina L. Garza on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #33 Agenda #46

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Roseann Ivanovich on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Public Defender, Conflicts Division's Consulting Contract Amendment to the Agreement entered into with Roseann Ivanovich on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #33 Agenda #47

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Kristin A. Mulholland on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Public Defender, Conflicts Division's Consulting Contract Amendment to the Agreement entered into with Kristin Mulholland on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #33 Agenda #48

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Robert J. Varga on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Public Defender, Conflicts Division's Consulting Contract Amendment to the Agreement entered into with Robert J. Varga on December 19, 2007 for the year 2008 for an additional \$8,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #34 Agenda #50

In the Matter of L.C. Community Development – Vendor Qualification Affidavit for Fieldhouse Refrigeration.

DuPey made a motion, seconded by Allen, to ratify the approval of the L.C. Community Development – Vendor Qualification Affidavit for Fieldhouse Refrigeration. Motion passed 3-0.

## Order #35 Agenda #51

In the Matter of L.C. Assessor – Consulting Contract with Terrence Bronowski for the year 2009 in an amount not to exceed \$14,520.00 at the rate of \$40.00 per hour.

DuPey made a motion, seconded by Allen, to have the Lake County Assessor's Office seek proposals on this matter and ordered same to have bids returned by the next meeting of Wednesday, December 17, 2008. Motion passed 3-0.

## Order #35 Agenda #52

In the Matter of L.C. Assessor – Consulting Contract with Gus John Galanos for the year 2009 in an amount not to exceed \$24,750.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to have the Lake County Assessor's Office seek proposals on this matter and ordered same to have bids returned by the next meeting of Wednesday, December 17, 2008. Motion passed 3-0.

## Order #36 Agenda #53

In the Matter of L.C. Assessor – Consulting Contract with Laszlo & Popp, PC for Attorney Services for the year 2009 in an amount not to exceed \$150,000.00 at the rate of \$200.00 per hour.

Comes now before the Board, Attorney Brian Popp to give detail and facts in regard to the request for approval of this consulting contract on behalf of the Lake County Assessor, upon a motion made by Allen, seconded by DuPey, this L.C. Assessor – Consulting Contract with Laszlo & Popp, PC for Attorney Services for the year 2009 in an amount not to exceed \$150,000.00 at the rate of \$200.00 per hour, is hereby approved with the understanding that it's in the best interest of the taxpayers to retain this firm and as well Parker, Poe, Adams & Bernstein, LLP. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 19<sup>th</sup> day of November, 20 08 effective from January 1, 2009 to December 31, 2009 by and between LASZLO & POPP, PC, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

- A. Consultant shall represent Lake County on personal property and real estate assessment tax matters.

**LAKE COUNTY ASSESSOR**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
  - I. Indicate date of service.
  - II. Specify activities in detail to include with whom consultant met and what work was done.
  - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for all



services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Assessor's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

- A. Compensation shall be at the rate of \$200 per hour for the first 750 hours.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be 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,

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

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

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overhead.

16. Miscellaneous Provisions.

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. Conflict of Interest. The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
  - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or

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

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

19. Information Availability.

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

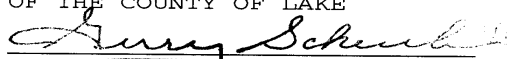
BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

LASZLO & POPP, PC  
200 EAST 80<sup>TH</sup> PLACE, SUITE 220  
MERRILLVILLE, IN 46410  
(219) 756-7677  
FAX (219) 756-7678

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

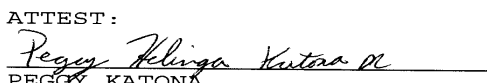
THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

CONSULTANT

  
GERRY J. SCHENB

  
BRIAN P. POPP

  
ROOSEVELT ALLEN, JR.

ATTEST:  
  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

  
FRANCES DUPEY

## Order #36 Agenda #54

In the Matter of L.C. Assessor – Consulting Contract with Parker, Poe, Adams & Bernstein, L.L.P. for Attorney Services for the year 2009 in an amount not to exceed \$600,000.00 at the rate of \$250.00 per hour.

Allen made a motion, seconded by DuPey, to approve the L.C. Assessor – Consulting Contract with Parker, Poe, Adams & Bernstein, L.L.P. for Attorney Services for the year 2009 in an amount not to exceed \$600,000.00 at the rate of \$250.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19<sup>th</sup> day of November, 20 08 effective from January 1, 2009 to December 31, 2009 by and between PARKER, POE, ADAMS & BERNSTEIN, L.L.P., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

- A. Consultant shall represent Lake County on personal property and real estate assessment and audit tax matters and appeals.

**LAKE COUNTY ASSESSOR**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
  - I. Indicate date of service.
  - II. Specify activities in detail to include with whom consultant met and what work was done.
  - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Hundred Thousand Dollars (\$600,000.00) for all services

required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Assessor's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

- A. Compensation shall be at the rate of \$250 per hour for the time of Charles Meeker. All other firm personnel shall be billed at their normal 2009 rates. (7)

All services and expenses for the Inland Steel 1995 and 1998 real property cases shall be billed separately and are not part of this Consulting Contract.

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.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Consultant may likewise terminate the agreement on thirty (30) days notice.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

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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, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits

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from the funds paid to the Consultant by this agreement.

15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in

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conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
  - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

CHARLES C. MEEKER  
PARKER, POE, ADAMS &  
BERNSTEIN, L.L.P.  
150 FAYETTEVILLE STREET MALL  
SUITE 1400  
RALEIGH, NC 27601  
(919) 828-0564

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

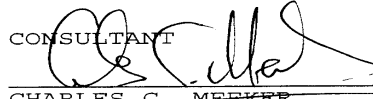
THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

  
GERRY J. SCHEUB

  
ROOSEVELT ALLEN, JR.

  
FRANCES DUPEY

CONSULTANT

  
CHARLES C. MEEKER

ATTEST:

  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

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Order #37 Agenda #83

In the Matter of L.C. Board of Commissioners – Contract for Annual Adjustments with Nexus Group, Inc. on behalf of the Lake County Assessor in an amount not to exceed \$336,000.00.

Allen made a motion, seconded by DuPey, to ratify the approval of the Contract for Annual Adjustments with Nexus Group, Inc. on behalf of the Lake County Assessor in an amount not to exceed \$336,000.00, approved October 8, 2008. Motion passed 3-0. (REFERENCE MINUTES OF 10-08-08 FOR COPY OF FULL CONTRACT ORDER #33 AGENDA #32)

Order #38 Agenda #84

In the Matter of L.C. Board of Commissioners – Memo from the Commissioners' Attorney concerning Consolidation of Township Trustee/Assessor Offices.

DuPey made a motion, seconded by Allen, to make it a matter of public record the Memo from the Commissioners' Attorney concerning Consolidation of Township Trustee/Assessor Offices. Motion passed 3-0.

Order #39 Agenda #11 O

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

This being the day, time, and place for the receiving of bids for Traffic Signs and Accessories for the Highway Department, for the year 2009, the following bids were received:

Rocal, Inc.	\$221,186.90
Hall Signs, Inc.	\$60,911.39
Lightle Enterprises of Ohio, LLC	\$41,664.15
Dugan Fisher Signs	\$94,048.17
Roadsafe Traffic Systems	\$64,856.90 no form 5

DuPey made a motion, seconded by Allen, to reject the bid received from Roadsafe Traffic Systems for an incomplete County Form 5. Motion passed 3-0.

Order #40 Agenda #11P

In the Matter of BIDS: L.C. Highway – Treated Timber Bridge Material for the year 2009.

This being the day, time, and place for the receiving of bids for Traffic Signs and Accessories for the Highway Department, for the year 2009, the following bids were received:

American Timber Bridge	Various Bids – No Form 5
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DuPey made a motion, seconded by Allen, to reject the bid received from American Timber Bridge for an incomplete County Form 5 and ordered same for the Lake County Highway Department to re-bid Treated Timber Bridge Materials for the year 2009 for the return of bids by Wednesday, December 17, 2008. Motion passed 3-0.

## Order #41 Agenda #11Q

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

This being the day, time, and place for the receiving of bids for Vegetation Management for the Highway Department, for the year 2009, the following bids were received:

Daltons	\$19,750.00
DeAngelo Brothers	\$41,100.00

## Order #41 Agenda #13A

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

This being the day, time, and place for the receiving of bids for One (1) New Unused 2009 or Newer 36,420 GVWR Single Axle Truck with Snowplow, Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production for the Highway Department, the following bids were received:

Truck City of Gary	\$138,830.00
Great Lakes Peterbilt – GMC Truck	\$132,489.00

## Order #41 Agenda #13B

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

This being the day, time, and place for the receiving of bids for One (1) New, Unused 2009 or Newer Trailer Mounted Water Jetter in current production for the Highway Department, the following bids were received:

Northern Equipment Co., Inc.	\$45,487.00
Coe Equipment, Inc.	\$46,988.00 No Form 5
Jack Doheny Supplies	\$61,500.00

DuPey made a motion, seconded by Allen, to reject bid received from Coe Equipment, Inc. for an incomplete County Form 5. Motion passed 3-0.

## Order #42 Agenda #13C

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

This being the day, time, and place for the receiving of bids for Two (2) New, Unused 2008 or Newer Spray Injection Road Repair Machines in current production for the Highway Department, the following bids were received:

Equipment Marketing Company	\$107,800.00
Northern Equipment Co., Inc.	\$44,875.00

## Order #42 Agenda #6A

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

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

Cal-Region Supply, Inc.	\$16,974.00
Able Paper & Janitorial Supplies, Inc.	\$19,001.70
Great Lakes Supply & Chemical	\$19,140.43

## Order #42 Agenda #6B

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

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

North Coast Lighting LLC	Various Bids
Grainger, Inc.	See No Bid

Allen made a motion, seconded by DuPey, to reject bid received from Grainger, Inc. Motion passed 3-0.

## Order #43 Agenda #6C

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

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

Able Paper & Janitorial Supplies, Inc.	\$24,300.00
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## Order #43 Agenda #11A

In the Matter of BIDS: L.C. Highway – Aggregate (Limestone) Delivered for the year 2009.

This being the day, time, and place for the receiving of bids for Aggregate (Limestone) Delivered for 2009 for the Highway Department, the following bids were received:

## Order #43 Agenda #11A (cont'd)

No Bidders

DuPey made a motion, seconded by Allen, to allow the Highway Department to go out on the open market Aggregate (Limestone) Delivered. Motion passed 3-0.

## Order #44 Agenda #11B

In the Matter of BIDS: L.C. Highway – Aggregate (Limestone) Picked Up for the year 2009.

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

Vulcan Materials Co.                      \$609,000.00 (dropped of late)

DuPey made a motion, seconded by Allen, to reject the bid received from Vulcan Materials Company. Motion passed 3-0.

## Order #45 Agenda #11C

In the Matter of BIDS: L.C. Highway – Back-Fill Material "B" Borrow Delivered for the year 2009.

This being the day, time, and place for the receiving of bids for Back-Fill Material "B" Borrow Delivered for the Highway Department, the following bids were received:

No Bidders

Allen made a motion, seconded by DuPey, to allow the Highway Department to go out on the open market Back-Fill Material "B" Borrow Delivered. Motion passed 3-0.

## Order #46 Agenda #11D

In the Matter of BIDS: L.C. Highway – Back-Fill Material "B" Borrow Picked Up for the year 2009.

This being the day, time, and place for the receiving of bids for Back-Fill Material "B" Borrow Delivered for the Highway Department, the following bids were received:

Vulcan Materials Co.                      \$6,000.00 (dropped of late)

Allen made a motion, seconded by DuPey, to reject the bid received from Vulcan Materials Company. Motion passed 3-0.

## Order #47

In the Matter of BIDS for Highway

Allen made a motion, seconded by DuPey, to allow the Highway Department to re-bid instead of going on the open market for Back-Fill Material "B" Borrow Delivered and Aggregate (Limestone) Delivered. Motion passed 3-0.

## Order #48 Agenda #11E

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

This being the day, time, and place for the receiving of bids for Concrete Curb & Gutter Removal & Replacement for the Highway Department, the following bids were received:

Coex, Inc.	\$173,000.00
Walsh & Kelly	\$254,000.00
Gariup Construction, Co., Inc.	\$Various Bids, Form 5 blank
Rieth-Riley	\$487,435.00

DuPey made a motion, seconded by Allen, to reject bid received from Gariup Construction Co., Inc. Motion passed 3-0.

## Order #49 Agenda #11F

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

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

Al Warren Oil Co., Inc.	\$209,566.40
Petroleum Traders Corp.	\$204,192.40
Superior Petroleum Products, Inc.	\$157,025.05
Pinkerton Oil Co., Inc.	\$198,768.50

## Order #49 Agenda #11G

In the Matter of BIDS: L.C. Highway – Gasoline and Diesel Fuel Delivered to Lowell Garage for the year 2009.

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

Al Warren Oil Co., Inc.	\$170,157.40
Petroleum Traders Corp.	\$165,885.40
Superior Petroleum Products, Inc.	\$191,070.50
Pinkerton Oil Co., Inc.	\$161,523.50



## Order #50 Agenda #11H

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

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

The Levy Co.	\$166,500.00
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## Order #50 Agenda #11I

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

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

Great Lakes Chloride, Inc.	\$18,000.00
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## Order #50 Agenda #11J

In the Matter of BIDS: L.C. Highway – Mulch Seeding (Delivered and Applied) for the year 2009.

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

Hubinger Landscaping	\$11,550.00
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## Order #50 Agenda #11K

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

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

Chicago Tire Inc.	\$123,413.84
GCR Tire Centers	\$120,515.20

## Order #50 Agenda #11L

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

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

The Airmarking Co., Inc.	\$159,450.00
Roadsafe Traffic Systems	\$176,735.00

## Order #50 Agenda #11M

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

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

Debco Metal Culverts	\$73,476.50
Baughman Tile Co.	\$72,251.10
C & M Pipe & Supply	\$79,564.50.

## Order #50 Agenda #11N

In the Matter of BIDS: L.C. Highway – SMP Cold Patch Mix for Patching (Picked Up) for the year 2009.

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

Gallagher Asphalt	\$216,000.00
Walsh & Kelly, Inc.	\$174,000.00
Rieth-Riley	\$210,000.00

## Order #50 Agenda #49

In the Matter of BIDS: L.C. Coroner – Photography Supplies for the year 2009.

This being the day, time, and place for the receiving of bids for Photography Supplies for the Coroner's Office, the following bids were received:

No Bidders

Allen made a motion, seconded by DuPey, to have the Lake County Coroner's Office to go under the State's process of bidding. Motion passed 3-0.

## Order #51 Agenda #62

In the Matter of BIDS: Data Processing – IBM Compatible Personal Computers for 2009.

This being the day, time, and place for the receiving of bids for IBM Compatible Personal Computers for 2009 for Data Processing, the following bids were received:

Chester Information Technologies	\$12,032.00
Think Tank NTG	\$9,021.71 (late)

Allen made a motion, seconded by Scheub, to reject the bid received late from Think Tank NTG. Motion passed 2-0, DuPey away.

## Order #52 Agenda #34A

In the Matter of PROPOSALS: L.C. Sheriff – Correctional Officers Uniforms for 2009.

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

Sklarewitz Uniform	\$363.45
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## Order #52 Agenda #34B

In the Matter of PROPOSALS: L.C. Sheriff – Household Supplies for 2009.

This being the day, time, and place for the receiving of proposals for Household Supplies for the Sheriff's Department, the following bids were received:

Cal-Region Supply, Inc.	\$48,514.50
Able Paper & Janitorial Supplies, Inc.	\$49,623.00
Great Lakes Supply & Chemical	\$3,732.00

## Order #52 Agenda #34C

In the Matter of PROPOSALS: L.C. Sheriff – Kitchen Supplies for 2009.

This being the day, time, and place for the receiving of proposals for Kitchen Supplies for the Sheriff's Department, the following bids were received:

Cal-Region Supply, Inc.	\$18,229.20
Able Paper & Janitorial Supplies, Inc.	\$18,554.50

## Order #52 Agenda #34D

In the Matter of PROPOSALS: L.C. Sheriff – Laundry Supplies for 2009.

This being the day, time, and place for the receiving of proposals for Laundry Supplies for the Sheriff's Department, the following bids were received:

No Bidders

Allen made a motion, seconded by DuPey, to allow the Sheriff's Department to go out on the open market for Laundry Supplies for 2009. Motion passed 3-0.

## Order #53 Agenda #34E

In the Matter of PROPOSALS: L.C. Sheriff – Maintenance Supplies for 2009.

This being the day, time, and place for the receiving of proposals for Maintenance Supplies for the Sheriff's Department, the following bids were received:

Great Lakes Supply & Chemical	\$64,362.48
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## Order #53 Agenda #35A

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

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

Service Auto Parts Inc.	\$77,019.00
VanSenus Auto Parts	\$40,979.60

## Order #53 Agenda #35B

In the Matter of PROPOSALS: L.C. Sheriff – Gasoline for the Helicopter for 2009.

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

No Bidders

Allen made a motion, seconded by DuPey, to allow the Sheriff's Department to go out on the open market for Gasoline for the Helicopter for 2009. Motion passed 3-0.

## Order #54 Agenda #35C

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

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

Star Uniform	\$1,249.00
Sklarewitz Uniform	\$1,413.35

## Order #54 Agenda #35D

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

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

Witham Service, Inc.	\$15,343.15
Mid-Town Petroleum	\$11,182.00
Superior Petroleum Products, Inc.	\$15,709.55
Pinkerton Oil Co., Inc.	\$13,414.30

## Order #54 Agenda #35E

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

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

GCR Tire Center	\$97,800.00
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## Order #54 Agenda #36

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

This being the day, time, and place for the receiving of proposals for Food, Bread, and Dairy Products for the period of January 1, 2009 to June 30, 2009 for the Sheriff's Department, the following bids were received:

Interstate Brands Sales Corp.	\$30,494.00
CSV Sales	\$57,582.00 (affidavit not signed)
U.S. Food Service	\$61,488.00
U.S. Food Service	\$540,428.96
Sysco Foods Chicago	\$554,480.74
Clover Crest Dairy	\$61,891.20

DuPey made a motion, seconded by Allen, to reject the bid received from CSV Sales. Motion passed 3-0.

## Order #55 Agenda #72A

In the Matter of BIDS: L.C. Board of Commissioners – Photocopier Maintenance for 2009.

This being the day, time, and place for the receiving of bids for Photocopier Maintenance for Various County Offices and Departments, the following bids were received:

Adams Remco	\$16,575.00
Proven Business Systems	\$5,760.00
Gateway Business Systems, Inc.	\$40,207.00
Kramer & Leonard, Inc.	\$10,544.00
Advances Imaging Solutions	\$19,572.00

## Order #55 Agenda #72B

In the Matter of BIDS: L.C. Board of Commissioners – Printing Classes 2A and 2B for 2009.

This being the day, time, and place for the receiving of bids for Printing Classes 2A and 2B for Various County Offices and Departments, the following bids were received:

McShane's	\$14,851.25
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## Order #55 Agenda #72C

In the Matter of BIDS: L.C. Board of Commissioners – Typewriter Maintenance for 2009.

This being the day, time, and place for the receiving of bids for Typewriter Maintenance for Various County Offices and Departments, the following bids were received:

Adams Remco	\$16,709.00
Gateway Business Systems, Inc.	\$32,810.00

DuPey made a motion, seconded by Allen, to take all of the above stated bids received under advisement, excluding all bids that were rejected, and refer to the various department's for further review and tabulation. Motion passed 3-0.

## Order #56 ADD Agenda #54A

In the Matter of L.C. Assessor – Request for Extension of Business Personal Property Audit Services Contract with Tax Management Associates, Inc. for the period of January 1, 2009 to December 31, 2010.

Allen made a motion, seconded by DuPey, to table this item. Motion passed 3-0.

## Order #57 Agenda #55

In the Matter of L.C. Calumet Township Assessor – Consulting Contract between Dock McDowell, Jr. and the Board of Commissioners of the County of Lake on behalf of the Calumet Township Assessor for Attorney Services for the year 2008 in an amount not to exceed \$20,000.00 at the rate of \$150.00 per hour.

DuPey made a motion, seconded by Allen, to deny the Calumet Township Assessor's request to approve the consulting contract with Dock McDowell, Jr. for Attorney Services for the year 2008 in an amount not to exceed \$20,000.00 at the rate of \$150.00 per hour. Motion passed 3-0.

## Order #58 Agenda #56

In the Matter of L.C. Center Township Assessor – Public Hearing on a proposed Lease between J. Galt Real Estate, LLC and the Board of Commissioners of the County of Lake on behalf of the Center Township Assessor for the period of January 1, 2009 to December 31, 2010 at the rate of \$1,182.08 per month, with the last month being in the amount of \$1,182.12.

Scheub opens Public Hearing – no comments from public – Public Hearing closed. Allen made a motion, seconded by DuPey, to approve the proposed Lease between J. Galt Real Estate, LLC and the Board of Commissioners of the County of Lake on behalf of the Center Township Assessor for the period of January 1, 2009 to December 31, 2010 at the rate of \$1,182.08 per month, with the last month being in the amount of \$1,182.12. Motion passed 3-0.

**LEASE**

THIS INDENTURE made this first day of January, 2009, by and between J. Galt Real Estate, LLC, party of the first part, and the Board of Commissioners of Lake County and the Center Township Assessor, parties of the second part.

**WITNESSETH:**

That said first party, in consideration of the covenants of said second parties, hereinafter set forth, doth by these presents lease to said second parties the following described property, to-wit:

Rooms, 1, 2, 3, 4, 5 & 6 all inclusive, of the premises at 213 South Court Street, Crown Point, Indiana (with parking rights).  
Legal description as follows:

The South 56 feet of the East 89.5 feet of Lot 56, original town of Crown Point, as recorded in Plat Book 1, page 46, and Plat Book "B", page 121, in the Office of the Recorder of Lake County, Indiana.

Subject to covenants, terms and conditions set forth in Exhibit "A" which is attached and made a part hereof, also Exhibit "B" which shows the rooms on the first floor of the subject property for the purpose of showing the rooms referred to above.

To have and to hold the same to the second parties, from the first day of January, 2009, to the 31st day of December, 2010. And said second parties, in consideration therefore, covenant and agree to pay said first party, as rent for said premises, the sum of twenty three thousand six hundred forty one dollars and twenty cents (\$28,370.00) as rent for the first twenty-four months, payable in installments, without relief from valuation and appraisal laws, as follows:

The sum of eleven hundred eighty two dollars and eight cents (\$1182.08) on the first day of January, 2009, or as soon thereafter as reasonably possible based upon the ordinary and usual time needed by the second parties to make appropriate arrangements for payment and eleven hundred eighty two dollars and eight cents (\$1182.08) on the first day of each month thereafter, subject to the same conditions, throughout the term of this lease

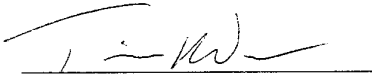
with interest on each installment after the same becomes due and attorney's fees. The said second parties further covenant that they will use said premises in a careful and proper manner and commit no waste thereon; that they will not release or sublet said premises, or any part thereof, or assign this Lease, or any part of said term, or suffer said term, or any part thereof, to be sold on execution or other legal process, without the written consent of the first party and that, at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to said first party in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence excepted; and that upon the non-payment of the whole or any portion of said rent at the time when the same becomes due, or upon the non-performance by the second parties of any of the covenants (hereinbefore or hereafter mentioned) by them to be kept and performed, the said first party may, at it's election, re-enter and take possession of said premises; and said second parties hereby waive any notice of such election, notice to quit possession of said premises; or any demand for the payment of the rent, as the same becomes due, or for the performance of any of the covenants herein, or any demand for the possession of said premises, provided, however, that the failure and omission of said first party to declare this lease forfeited upon the default of said second parties, in the payment of said rent, as hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of said first party to declare this Lease null and void upon any subsequent forfeiture or cause of forfeiture of this Lease by said second parties.

The covenants herein, including those contained in attached Exhibit "A", shall extend to and be binding upon the heirs, executors and administrators of the parties to this Lease. Subject to yearly financing by the fiscal body.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals

this 20<sup>th</sup> day of October, 2008.

J. GALT REAL ESTATE, LLC

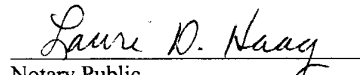
  
Tim Walsh

CENTER TOWNSHIP ASSESSOR

  
Martha Wheeler, Assessor


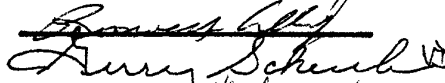
Before me, a Notary Public in and for said county and state, personally appeared, Tim Walsh, first party, and Martha Wheeler, Center Township Assessor, second party, who acknowledge the execution of the above and foregoing Affidavit as their free and voluntary act and that the allegations contained therein are true and correct.

WITNESS my hand and seal this 20<sup>th</sup> day of October, 2008.

  
Laurie D. Haag  
Notary Public  
Lake County, Indiana  
My commission expires: 8/31/09

APPROVED BY: BOARD OF COMMISSIONERS OF LAKE COUNTY

\_\_\_\_\_

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
  
APPROVED THIS 20<sup>th</sup> DAY OF OCTOBER, 20 08

**ADDITIONAL COVENANTS**

1. The second parties acknowledge examining the condition of the demised premises and have received the same in good order and repair and that no representations have been made by the first party as to the condition or state of repair of said premises.
2. The first party shall not be liable to the second parties for any damage done or occasioned by any defects in the demised premises whether discoverable by the parties or not.
3. The second parties shall keep the demised premises in as good repair as the same were at the commencement of the term of this Lease, or may be put in during the continuance of the Lease, reasonable wear and tear and damage by fire or other unavoidable casualty excepted. The second parties shall replace light bulbs and take care of such heating, electric, plumbing and equipment expense caused by second parties' negligence. Any break down in equipment due to normal usage shall be paid by first party. The second parties shall be responsible for all decorations and repairs for the interior structure of the demised property and shall further keep the demised premises in a clean and healthful condition at all times according to the ordinances of the City of Crown Point, County, State and Federal laws and regulations and the directions of all public officials, at second parties expense.
4. The second parties shall not make any alterations, additions or improvements to the demised premises without first obtaining the written consent of the first party to do so. All alterations, additions and improvements to the premises shall remain for the benefit of the first party upon the termination of this Lease, unless otherwise provided for in the written consent given.
5. The first party shall have free access to the demised premises at all reasonable times for the purpose of examining or exhibiting the same and for the purpose of making any repairs and alterations thereon which the first party may see fit to make and the first party shall be permitted to place "For Rent" and "For Sale" signs on the premises during the last sixty (60) days of the term of this Lease. Second parties shall give first party sixty (60) days notice, no later than October 31st of the Lease term, of intention to renew or not renew this Lease for the following Lease term year.
6. The second parties shall not permit the demised premises to stand vacant and shall not sub-let or assign this Lease, or any part thereof, and shall not permit said premises or part thereof, to be occupied by any person or persons other than second parties without first obtaining written consent to do so from the first party.
7. The second parties shall pay for all gas and electricity used by second parties. Where several tenants are using the same utilities, the portion to be paid by the respective parties shall be set on a fair and equitable basis for all. Second parties shall provide its own janitorial service and its share of snow removal cost.
8. It is agreed that the first party shall pay the water bill for the demised premises, so long as the water usage by the second parties is reasonable and does not unreasonably increase the basic city charge for water and shall maintain the parking lot and be responsible for lawn mowing and exterior maintenance.
9. The second parties shall insure their own personal property and records to the extent that they deem necessary.
10. The first party shall have the right to approve any signs installed on the premises.

**EXHIBIT "A"****Order #59 Agenda #57**

In the Matter of L.C. Emergency Management Agency – Request for permission to seek proposals for Equipment and Installation of 1.372' of 12' fence with barbwire. Proposals to be returned by Wednesday, December 17, 2008 prior to 9:30 A.M. in the Lake County Auditor's Office.

DuPey made a motion, seconded by Allen, to table this item. Motion passed 3-0.

**Order #59 Agenda #58**

In the Matter of L.C. Emergency Management Agency – Request for permission to seek proposals for PVS-7 Ultra Goggle Gen 3 64-72 1p/mm Res (Typ) with Data Sheet; Helmet Mount Assembly PASGT (PVS-7, PVS-14, MV-14); MV-740 Weapon Sight Gen 3, 64-72 1p/mm Res (Typ) with Data Sheet. Proposals to be returned by Wednesday, December 17, 2008 prior to 9:30 A.M. in the Lake County Auditor's Office.

DuPey made a motion, seconded by Allen, to table this item. Motion passed 3-0.

## Order #59 Agenda #59

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

DuPey made a motion, seconded by Allen, to table this item. Motion passed 3-0.

## Order #60 Agenda #60

In the Matter of L.C. Emergency Management Agency – Indiana Department of Homeland Security 2007 Emergency Management Performance Grant Sub-Grant Agreement CDFA #97.042, EDS# C44P-9-253A in an amount not to exceed \$44,880.03.

Allen made a motion, seconded by DuPey, to ratify the Indiana Department of Homeland Security 2007 Emergency Management Performance Grant Sub-Grant Agreement CDFA #97.042, EDS# C44P-9-253A in an amount not to exceed \$44,880.03. Motion passed 3-0.  
(SEE "FILE" FOR 15 PAGE AGREEMENT)

## Order #61 Agenda #61

In the Matter of L.C. Council – Crowe Chizek and Company, LLC Proposal to assist Lake County related to the 2% Circuit Breaker and Local Option Income Taxes in an amount not to exceed \$15,000.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Council – Crowe Chizek and Company, LLC Proposal to assist Lake County related to the 2% Circuit Breaker and Local Option Income Taxes in an amount not to exceed \$15,000.00. Motion passed 3-0.

## Order #62 ADD Agenda #61A

In the Matter of L.C. Council – Consulting Contract with Anthony W. Overholt for Attorney Services concerning collective bargaining negotiations in an amount not to exceed \$25,000.00 at the rate of \$195.00 per hour plus expenses for the period of November 1,2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Council – Consulting Contract with Anthony W. Overholt for Attorney Services concerning collective bargaining negotiations in an amount not to exceed \$25,000.00 at the rate of \$195.00 per hour plus expenses for the period of November 1,2008. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 19<sup>th</sup> day of November, 2008 effective from November 1, 2009 to December 31, 2009 by and between ANTHONY W. OVERHOLT, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**LAKE COUNTY COUNCIL - COLLECTIVE BARGAINING NEGOTIATIONS**

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

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
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 at the rate of \$195.00 per hour, which excludes reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Council's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

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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, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.

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

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18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307

ANTHONY W. OVERHOLT  
201 N. ILLINOIS ST., SUITE 1000  
INDIANAPOLIS, IN 46244-0961  
(317) 237-3800

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(219) 755-3200

FAX: (317) 237-3900


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

  
GERRY J. SCHEUB

ANTHONY W. OVERHOLT

  
ROOSEVELT ALLEN, JR.

ATTEST:  
  
PEGGY KONA  
LAKE COUNTY AUDITOR

  
FRANCES DUPEY

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Order #63 Agenda #63

In the Matter of L.C. Data Processing – Service Agreement with Court View Justice Solutions for application software support for the Audit Justice System of Lake County, Indiana in an amount not to exceed #239,018.00, to be paid quarterly at the rate of \$59,795.00.

DuPey made a motion, seconded by Allen, to approve the Service Agreement between L.C. Data Processing and Court View Justice Solutions for application software support for the Audit Justice System of Lake County, Indiana in an amount not to exceed #239,018.00, to be paid quarterly at the rate of \$59,795.00.

Order #64 Agenda #64

In the Matter of L.C. Data Processing – Service Agreement with Records Storage Center, Inc. for storage of magnetic media tapes for the year 2009 in an amount to be paid quarterly at the rate of \$59,754.50.

DuPey made a motion, seconded by Allen, to approve the Service Agreement between L.C. Data Processing and Records Storage Center, Inc. for storage of magnetic media tapes for the year 2009 in an amount to be paid quarterly at the rate of \$59,754.50. Motion passed 3-0.

Order #65 Agenda #65

In the Matter of L.C. Data Processing – Service Agreement with AT&T Global Services for dedicated Internet Access for thirty-six months at the rate of \$525.00 per month.

DuPey made a motion, seconded by Allen, to approve the Service Agreement between L.C. Data Processing and AT&T Global Services for dedicated Internet Access for thirty-six months at the rate of \$525.00 per month. Motion passed 3-0.

Order #66 Agenda #66

In the Matter of L.C. Data Processing – Maintenance Agreement with Dynamic Imaging Systems, Inc. for maintenance on PictureLink Imaging Software support in an amount not to exceed \$3,330.00, payable at the rate of \$832.50 per quarter.

Allen made a motion, seconded by DuPey, to approve the Maintenance Agreement between L.C. Data Processing and Dynamic Imaging Systems, Inc. for maintenance on PictureLink Imaging Software support in an amount not to exceed \$3,330.00, payable at the rate of \$832.50 per quarter. Motion passed 3-0.

Order #67 Agenda #67A-E

In the Matter of L.C. Data Processing – Requests for property disposal (Computer Equipment): A. Ross Township; B. Winfield Township Assessor; C. Lake County Data Processing; D. Lake County Surveyor; E. Lake County Clerk (Hammond).

DuPey made a motion, seconded by Allen, to approve Data Processing’s request for property disposal for Ross Township, Winfield Township Assessor, Lake County Data Processing, Lake County Surveyor, Lake County Clerk (Hammond). Motion passed 3-0.

Order #68 Agenda #68

In the Matter of L.C. Plan Commission – Performance Bond Release and Resolution, Letter of Credit #2005033103-202 in the amount of \$7,304.50 for Stacey’s Second Addition.

Allen made a motion, seconded by DuPey, to approve the Performance Bond Release and Resolution, Letter of Credit #2005033103-202 in the amount of \$7,304.50 for Stacey’s Second Addition for the Lake County Plan Commission. Motion passed 3-0.

RELEASE

WHEREAS, Captiva Development, LLC has on the 15<sup>th</sup> day of August 2007 filed a PERFORMANCE BOND (in the form of LOC #2005033103-202) issued by First Midwest Bank in the amount of Seven Thousand Three Hundred Four and 50/100) Dollars for required improvements to Stacey’s Second Addition.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (ILOC #2005033103-202) issued by First Midwest Bank in the amount of Seven Thousand Three Hundred Four and 50/100) Dollars effective this date.

Dated \_\_\_\_\_ 19<sup>th</sup> Day of \_\_\_\_\_ November \_\_\_\_\_, 2008

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

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Stacey’s Second Addition

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Stacy’s Addition.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 19<sup>TH</sup> DAY OF November, 2008

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

Order #68 Agenda #69

In the Matter of L.C. Plan Commission – Performance Bond Release and Resolution in the amount of \$6,495.34 for Stacey’s Addition.

Allen made a motion, seconded by DuPey, to approve the Performance Bond Release and Resolution in the amount of \$6,495.34 for Stacey’s Addition for the Lake County Plan Commission. Motion passed 3-0.

RELEASE

WHEREAS, Captiva Development, LLC has on the 16<sup>th</sup> day of May 2007 filed a PERFORMANCE BOND (ILOC #2005033103-201) issued by First Midwest Bank in the amount of Six Thousand Four Hundred Ninety Five and 34/100) Dollars for required improvements to Stacey’s Second Addition.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (ILOC #2005033103-201) issued by First Midwest Bank in the amount of Six Thousand Four Hundred Ninety Five and 34/100) Dollars effective this date.

Dated \_\_\_\_\_ 19<sup>th</sup> Day of \_\_\_\_\_ November \_\_\_\_\_, 2008

Order #68 Agenda #69 (cont'd)

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

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Stacey’s Addition

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Stacy’s Addition.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 19<sup>TH</sup> DAY OF November, 2008

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

Order #69 Agenda #71A

In the Matter of E-9-1-1: Town of Schererville request in the amount of \$9,945.00.

DuPey made a motion, seconded by Allen, to approve the Town of Schererville E-9-1-1 request in the amount of \$9,945.00. Motion passed 3-0.

Order #69 Agenda #71B

In the Matter of E-9-1-1: Lake County Sheriff request in the amount of \$967.50.

DuPey made a motion, seconded by Allen, to approve the Lake County Sheriff E-9-1-1 request in the amount of \$967.50. Motion passed 3-0.

Order #69 ADD Agenda #71C

In the Matter of E-9-1-1: Hobart Police Department request in the amount of \$1,280.00.

DuPey made a motion, seconded by Allen, to approve the Hobart Police Department E-9-1-1 request in the amount of \$1,280.00. Motion passed 3-0.

Order #69 ADD Agenda #71D

In the Matter of E-9-1-1: Dyer Police Department request in the amount of \$4,225.00.

DuPey made a motion, seconded by Allen, to approve the Dyer Police Department E-9-1-1 request in the amount of \$4,225.00. Motion passed 3-0.

Order #69 ADD Agenda #71E

In the Matter of E-9-1-1: Lake County Sheriff request in the amount of \$2,639.42.

DuPey made a motion, seconded by Allen, to approve the Lake County Sheriff E-9-1-1 request in the amount of \$2,639.42. Motion passed 3-0.

Order #70 Agenda #73

In the Matter of L.C. Board of Commissioners Consulting Services Agreement with SLG Consulting Services, LLC for the year 2009 in an amount not to exceed \$30,000.00, payable at the rate of \$2,500.00 per month.

Allen made a motion, seconded by DuPey, to approve the Consulting Services Agreement with SLG Consulting Services, LLC for the year 2009 in an amount not to exceed \$30,000.00, payable at the rate of \$2,500.00 per month. Motion passed 3-0.

## Order #70 Agenda #73 (cont'd)

**Consulting Services Agreement**

This consulting Services Agreement, hereinafter "Agreement," is made as of this 19<sup>th</sup> day of November, 2008, by and between the Lake County Board of Commissioners, hereinafter "Lake County," representing county government under the laws of the State of Indiana, and *SLG Consulting Services, LLC*, hereinafter "*SLG*," an Indiana limited liability corporation maintaining its headquarters in Hobart, Indiana.

WHEREAS, Lake County desires to retain and extend the relationship for the services of a public records management consultant to provide counseling and advice with respect to certain matters related to proper handling, retention, and destruction of public records; and,

WHEREAS, *SLG* desires to perform such services in exchange for mutually agreed upon compensation.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Nature and Scope of Services:**

- a) Attend and, if requested, preside over the Local Commission on Public Records quarterly meetings; and,
  - 1) Advise as to preparation of agenda and posting of same for public notice, including notification of local genealogy society, historical society, Calumet Regional Archives, county attorney, and local newspapers of said meetings.
  - 2) Advise as to preparation and review minutes of said meeting.
  - 3) Instruct and advise as to the forwarding of said minutes and all required documentation, by certified mail, to the Indiana Commission on Public Records in Indianapolis, Indiana.
- b) Inform, by certified mail, the local genealogy society and historical society of all 30505 (PR-1) state forms submitted at each quarterly meeting of the Local Commission on Public Records. Offer and be available to discuss with each of these groups their desire to procure any of these records for their own purposes before the destruction or transferring of said records.

- c) Review, research, and monitor which county records are eligible to be destroyed or transferred. Upon doing so, cause permission to be obtained from the Indiana Commission on Public Records to destroy or transfer said records. Upon obtaining said permission to transfer or destroy said records, recommend to Lake County the most viable and economic manner of doing same.
- d) Act as advisor to the Lake County Assessor's Office, Auditor's Office, Board of Election and Registration, Clerk's Office, Board of Commissioners, Council, Prosecutor's Office, Recorder's Office, Sheriff's Department, Surveyor's Office, and Treasurer's Office, in regard to the retention, transfer, or destruction of records. This shall include advising each of said listed offices of current retention schedules and procedures that must be followed in order to obtain permission to destroy or transfer records, and *SLG* shall also provide instruction to said offices in regard to the proper procedure for preparation of said state forms regarding destruction and/or transfer of records.
- e) Upon Lake County having obtained permission to destroy records, to then coordinate the transportation of said records, by work release volunteers and/or any other persons designated by Lake County, to the Hammond Recycle Center, or any other Lake or Porter County facility designated by Lake County. Said cost of transportation and labor to be the obligation of Lake County.

2. **Compensation:**

Beginning in the first month that services are performed hereunder, Lake County shall pay the consultant a fee of \$30,000.00 for a twelve month period, payable at the rate of \$2,500.00 per month, commencing January 1, 2009, and ending December 31, 2009.

3. **Primary Contact:**

Lake County designates the members of the Board of Commissioners as the primary contacts with *SLG*. Lake County may change its primary contact at anytime by giving written notice to *SLG*.

4. **Relationship of the Parties:**

*SLG* acknowledges and agrees that it is an independent contractor and that nothing shall create any employee/employer or other relationship

besides that of a contract for consulting services. As an independent contractor, *SLG* is solely responsible for the payment of any and all taxes for payments received by *SLG*, including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, *SLG* acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

5. **Disclaimer:**

*SLG* does not engage in the practice of law and specifically disclaims any and all responsibility for the compliance of Lake County with any State or Federal employment laws or regulations that may be applicable to the services, whether now existing or subsequently arising.

6. **Indemnification:**

Lake County agrees to hold *SLG* harmless against any and all lawsuits, claims, demands, or other causes of actions brought against *SLG* by employees of Lake County in connection with or arising out of *SLG*'s performance of the services. *SLG* agrees to cooperate fully with Lake County in its defense of any claims brought against Lake County of *SLG* by employees of Lake County in connection with or arising out of the services.

7. **Confidential Information:**

9.1 *SLG* acknowledges that in connection with its performance of the services, *SLG* may have access to certain information and documents, including, without limitation, internal memoranda, personnel matters, and confidential conversations, which *SLG* knows or understands to be proprietary and confidential to Lake County.

In addition, Lake County acknowledges that in connection with its receipt of the services, Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of *SLG*; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of *SLG* shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or *SLG*, "Confidential Information.")

9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the time it was disclosed; (b) is disclosed pursuant to the written approval of

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the other party; (c) becomes known from a source outside this Agreement; or, (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

8. **General Provisions:**

10.1 **Waiver.** The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision nor prevent a party thereafter from enforcing that provision or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one shall not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

10.2 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, or within seventy-two (72) hours after mailing, if mailed certified mail, first class, postage prepaid, as follows:

To: *SLG Consulting Services, LLC*

Susan L. Gilyan, President  
1459 South Lake Park Avenue  
Hobart, Indiana 46342

To: Lake County Board of Commissioners

Lake County Government Center  
Building A - 3<sup>rd</sup> Floor  
2293 North Main Street  
Crown Point, Indiana 46307

10.3 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

10.4 **Merger of Prior Agreements and Understandings.** This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.

10.5 **Covenant of Good Faith.** The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of

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this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

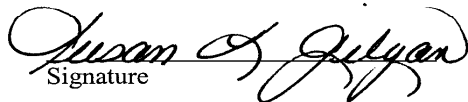
9. **Governing Law:**

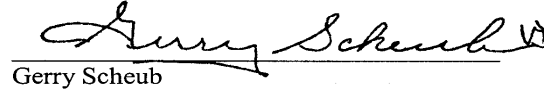
This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SLG Consulting Services, LLC

Lake County Board of Commissioners

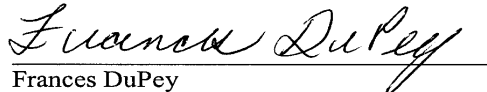
  
Signature

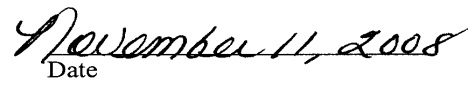
  
Gerry Scheub

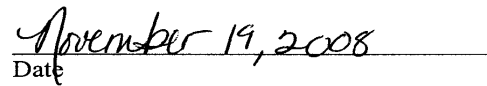
Susan L. Gilyan  
Printed Name

  
Roosevelt Allen

President  
Title

  
Frances DuPey

  
Date

  
Date

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Order #71 Agenda #74

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

Allen made a motion, seconded by DuPey, to approve the specifications for Property and Casualty Insurance for the year 2009 and ordered same for the return of bids by Wednesday, December 17, 2008 in the Auditor's Office. Motion passed 3-0.

Order #72 Agenda #75

In the Matter of Ratification of Adjuster Contract.

DuPey made a motion, seconded by Allen, to ratify the approval of the Adjuster Contract with George Karas, Inc. Motion passed 3-0.  
(“SEE FILE” FOR ORIGINAL – SHADED AREA NOT VISIBLE THROUGH SCANNER)

Order #73 Agenda #76A

In the Matter of Judgment Bond: A. Lake County Council Appropriation Ordinance.

Allen made a motion, seconded by DuPey, to approve the Lake County Council Appropriation Ordinance. Motion passed 3-0.

## Order #73 Agenda #76A (cont'd)

KRIEG DEVAULT DRAFT  
DATED 11-7-08COUNTY COUNCIL ORDINANCE NO. 1305C

A General Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$2,000,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose.

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

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

WHEREAS, the County does not have sufficient funds available or provided in the existing budgets or tax levies which may be applied to the payment of the Judgments including expenses incidental thereto, making it necessary to authorize the issuance of judgment funding bonds of the County in a principal amount not to exceed Two Million and No/100 Dollars (\$2,000,000.00);

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

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

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

NOW, THEREFORE, be it ordained by the Lake County Council as follows:

SECTION 1. The Board of Commissioners of the County is hereby authorized to make a loan, for and on behalf of the County, for the purpose of funding the payment of the Judgments, together with expenses in connection with the issuance of bonds on account thereof, in the amount not to exceed Two Million Dollars (\$2,000,000). The payment of such obligations is being made in accordance with the Judgments, and such payment, when made, will be in full and complete satisfaction of the Judgments.

SECTION 2. In order to procure the loan for the purpose of the payment of the Judgments, the Board of Commissioners is hereby authorized and directed to have prepared and to issue and sell judgment funding bonds of the County, to be designated "Lake County, Indiana, General Obligation Judgment Funding Bonds, Series 2008 B" (the "Bonds"), in the aggregate principal amount not to exceed Two Million Dollars (\$2,000,000);

The aggregate principal amount of the Bonds authorized to be issued hereunder shall not exceed the aggregate face amount of the Judgments, together with expenses in connection with



the issuance of the Bonds, all pursuant to Indiana Code 5-1-8-1 and Indiana Code 5-1-14-6. The final aggregate principal amount of the Bonds shall be certified by the County Auditor in accordance with the foregoing prior to the sale of the Bonds. Such certificate shall be conclusive for purposes of establishing the final aggregate principal amount of the Bonds.

The Bonds shall be issued by and in the name of the County, in fully registered form in the denominations of \$5,000 or an integral multiple thereof. The Bonds shall be numbered consecutively from 08R-1 upwards and shall bear interest at a rate or rates not exceeding eight percent (8%) per annum (the exact rate or rates to be determined either by bidding or by the terms of a purchase agreement with the purchaser of the Bonds if sold pursuant to other than a public sale pursuant to Indiana law), which interest shall be payable commencing on July 15, 2009 and semiannually thereafter to maturity. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year. The principal of the Bonds shall mature and be payable on January 15 and July 15 of each year over a period of not more than five (5) years. To the extent possible and as deemed advisable by the Financial Advisor to the County, payments of principal and interest on the Bonds shall be scheduled to provide for level debt service payments. The final amortization schedule shall be certified by the County Auditor prior to the sale of the Bonds.

The Board of Commissioners is hereby authorized and directed to appoint the Registrar and Paying Agent for the Bonds which may be the County Auditor or the County Treasurer (the "Registrar and Paying Agent"); and the County Auditor is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable such entity to perform effectively all required services on behalf of the County. The County

Auditor is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the County.

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

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

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person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

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

The Bonds shall bear an original date which shall be, subject to the determination of the County Auditor, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond

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shall also bear the date of its authentication. Any Bond authenticated on or before June 30, 2009, shall pay interest from its original date. Any Bond authenticated thereafter shall pay interest from the interest payment date next preceding the date of authentication of such Bond unless such Bond is authenticated after the last day of the month preceding an interest payment date and on or before such interest payment date, in which case interest thereon shall be paid from such interest payment date.

The Bonds shall not be subject to redemption prior to maturity.

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

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

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The

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

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

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UNITED STATES OF AMERICA

State of Indiana County of Lake  
 No. 08R-1 \$\_\_\_\_\_

LAKE COUNTY, INDIANA,  
 GENERAL OBLIGATION JUDGMENT  
 FUNDING BOND, SERIES 2008 B

INTEREST MATURITY ORIGINAL AUTHENTICATION  
 RATE DATE DATE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL SUM:

Lake County, Indiana, a municipal corporation duly organized and existing under the laws of the State of Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this bond until the County's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this bond, unless this bond is authenticated on or before June 30, 2009, in which case interest shall be paid from the original date specified above, or unless this bond is authenticated after the last day of the month preceding an interest payment date and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on July 15 and January 15 of each year commencing July 15, 2009. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year.

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

This bond is one of an authorized issue of bonds of the County aggregating \_\_\_\_\_ Dollars (\$\_\_\_\_\_), fully registered and numbered consecutively from 08R-1 upwards, issued pursuant an Ordinance adopted by the Lake County Council on November 10, 2008, entitled "A General Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$2,000,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose," and the Indiana Code, for the purpose of funding certain judgments and settlements entered against the county. Reference is hereby made to the Ordinance for a description of the nature and extent of the rights, duties and obligations of the owners of the bonds, the County and the terms on which this bond is issued, and to all provisions of such Ordinance to which the holder hereof by the acceptance of this bond assents.

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

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

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

the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

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

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

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

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of

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

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

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

LAKE COUNTY, INDIANA

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

*[Handwritten signature]*

(SEAL)

*[Handwritten signature]*

*[Handwritten signature]*

ATTEST:

By: *[Handwritten signature]*  
Auditor, Lake County, Indiana

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

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

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

## ASSIGNMENT

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

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

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

Signature Guarantee:

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

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

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

The Bonds may be offered and sold pursuant to an Official Statement with respect to the Bonds (the "Official Statement"), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2-

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

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

Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the County Auditor at his office, and the County Auditor shall continue to receive all bids offered until the hour named on the day fixed for the sale of the Bonds, at which time and place he shall open and consider each bid. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding eight percent (8%) per annum. Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. The interest rate on Bonds of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions set forth below, the County Auditor shall award the Bonds to the bidder offering the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 100% of the par value of the Bonds (or such lesser percentage not less than 97% as the County Auditor, with the advice of the County's financial advisor, may determine at the time of the publication of notice of intent to sell Bonds or the time the Bonds are sold at other than a public sale), including accrued interest at the rate or rates named to the date of delivery, will be considered. The County Auditor shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the County Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not

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to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

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

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

SECTION 6. The provisions of this Section 6 shall govern the sale of the Bonds if the Board of Commissioners determines to sell the Bonds at other than a public sale pursuant to this Ordinance. In the event of such determination, the Bonds shall be sold as allowable by Indiana law to the purchaser thereof in such denomination or denominations as the purchaser thereof may request, pursuant to a purchase agreement (the "Purchase Agreement") between the County and the purchaser thereof, hereby authorized to be applied for, entered into and executed by the Board of Commissioners and attested by the County Auditor, on behalf of the County, upon such determination by the Board of Commissioners subsequent to the date of the adoption of this Ordinance. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Ordinance, including without limitation the interest rate or rates on the Bonds which shall not

exceed the maximum authorized rate of interest for the Bonds pursuant to this Ordinance. Bonds sold to such purchaser thereof shall be accompanied by "all documentation required by such purchaser thereof pursuant to Indiana Code 5-1.4 or Indiana Code 5-1.5 and the Purchase Agreement, including without limitation an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to such purchaser thereof, challenging the validity or issuance of the Bonds. In the event the County determines to sell the Bonds to such purchaser thereof, the entry by the County into the Purchase Agreement and the execution of the Purchase Agreement on behalf of the County by the Board of Commissioners and in accordance with this Ordinance, are hereby authorized, approved and ratified.

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

SECTION 8. The County Council hereby requests, authorizes and directs the Board of Commissioners, the County Auditor and the County Treasurer, and each of them, for and on behalf of the County, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be

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conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the County, the full performance and satisfaction of which by the County is hereby authorized and directed.

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

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

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

(c) The County will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, and the County Council will not act or permit any actions by officers or officials of the County that would in any manner adversely affect such excludability. The County Council further covenants that the County will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause

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any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The County shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and

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

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

SECTION 11. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on

which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the County.

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

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

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds, or to make any change which, in the judgment of the County, is not to the prejudice of the owners of the Bonds .
- (c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;
- (d) To provide for the refunding or advance refunding of the Bonds;

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(e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; and

(f) Any other purpose which in the judgment of the Board does not adversely impact the interests of the owners of the Bonds.

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

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

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action or in any manner to question the propriety thereof or to enjoin or restrain the County or any officer thereof from taking any action pursuant thereto.

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

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

Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section 14, this Ordinance shall be, and be deemed to be, modified and amended in accordance

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therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

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

SECTION 16. A certified copy of this Ordinance shall be filed with the Indiana Department of Local Government Finance by the County Auditor in accordance with Indiana Code 6-1.1-18-5 regarding the proposed additional appropriations.

SECTION 17. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the County or the city in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 18. This Ordinance shall be in full force and effect from and upon compliance with the procedures, if any, required by law, and all ordinances in conflict herewith are hereby repealed to the extent or such conflict.

Adopted and approved this 10<sup>th</sup> day of November, 2008.



LAKE COUNTY COUNCIL

*Ernie Dillon*  
Ernie Dillon

*Elsie Franklin*  
Elsie Franklin

*Jerome A. Prince*  
Jerome A. Prince

*Thomas O'Donnell*  
Thomas O'Donnell

*Christine Cid*  
Christine Cid

*Ted F. Bilski*  
Ted F. Bilski

Larry Blanchard

ATTEST:  
*Peggy Holmgren Katona*  
Peggy Holmgren Katona, Auditor,  
Lake County, Indiana

The foregoing Ordinance was presented by me to the Board of Commissioners of the County of Lake at 3:40 o'clock p.m., on November 13, 2008.

*Peggy Holmgren Katona*  
Peggy Holmgren Katona, Auditor

The foregoing Ordinance is hereby approved by the Board of Commissioners of the County of Lake as of this 19<sup>th</sup> day of November, 2008. The Lake County Auditor is hereby authorized and directed to announce such approval to the Lake County Council.

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

*Roosevelt Allen, Jr.*  
Roosevelt Allen, Jr.

*Gerry J. Scheub*  
Gerry J. Scheub

*Frances DuPey*  
Frances DuPey

ATTEST:  
*Peggy Holmgren Katona*  
Peggy Holmgren Katona,  
Lake County Auditor

## EXHIBIT A

	Caption	Cause Number	Judgment/ Settlement Date	Judgment/ Settlement Amount*
1.	David Ashley et al. -v- Lake County	45D11-0711-PL-00159	October 27, 2008	\$625,000.00
2.	Tommy D. Ford -v- Lake County, Indiana et al.	None – settled prior to filing suit.	October 15, 2008	\$300,000.00
3.	Banik -v- Lake County	None – settled prior to filing suit.	October 30, 2008	\$142,688.32
4.	Dr. Kaakaji -v- Roy Dominguez, Sheriff	45D02-0802-PL-65	October 20, 2008	\$75,000.00
5.	Tammy Abercrombie -v- County of Lake et al.	45D04-0408-CT-00219	October 6, 2008	\$6,000.00
6.	Sheila Hunt -v- Lake County Sheriff's Department et al.	45D0Z-0510-ES-153 2:06-CV-00042	October 15, 2008	\$200,000.00
7.	Michael Whittler -v- County of Lake et al.	45D05-0509-CT-00235	December 24, 2007	\$12,000.00
8.	Pamela J. Swiss -v- Lake County, Indiana et al.	45D10-0708-CT-00138	April 8, 2008	\$60,000.00
9.	Kathleen M. Viator -v- County of Lake et al.	2:06-CV-00003	April 10, 2008	\$12,695.65
10.	Ibn Carter-El -v- Lake County, Indiana et al.	2:05-CV-360	April 21, 2008	\$30,000.00
11.	Alfonso Nieto -v- Lake County Department of Corrections et al.	45D04-0709-CT-00243	April 17, 2008	\$5,000.00

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	Caption	Cause Number	Judgment/ Settlement Date	Judgment/ Settlement Amount*
12.	Yolanda Alvarez -v- Lake County, Indiana et al.	2:07-CV-408	June 12, 2008	\$25,000.00
13.	Tina Smith -v- Lake County, Indiana et al.	45C01-0704-CT-00061	June, 2008	\$7,000.00
14.	Timothy Thompson -v- County of Lake et al.	45C01-0705-CT-00085	July 15, 2008	\$15,000.00
15.	Debra A. Bulanda -v- Lake County Sheriff's Department et al.	45D11-0710-CT-00179	September 10, 2008	\$9,000.00
16.	Griffin -v- Lake County Sheriff	45C01-9901-CT-134	October 22, 2008	\$15,000.00
17.	Margot Miller -v- North Township Assessor	None – settled prior to filing suit.	November 3, 2008	\$43,000.00
18.	Robert Becker -v- Lake County	C-177446	October 30, 2008	\$10,000.00
19.	Nan Navarro -v- Lake County	C-159624	October 30, 2008	\$26,000.00
20.	Mary Jaskula -v- Lake County	C-174098	October 31, 2008	\$47,461.73
21.	Judith Katula -v- Lake County Board of Commissioners	None – settled prior to filing suit.	November 7, 2008	\$15,000.00

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

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## Order #74 Agenda #76B

In the Matter of Judgment Bond: B. Commissioners Findings.

DuPey made a motion, seconded by Allen, to approve the Commissioners Findings. Motion passed 3-0.

COMMISSIONERS' RECORD ORDER 74, PAGE 63

IN THE MATTER OF THE ISSUANCE OF  
JUDGMENT FUNDING BONDS FOR THE  
FUNDING OF CERTAIN JUDGMENTS AND  
SETTLEMENTS ENTERED AGAINST LAKE  
COUNTY, INDIANA

COMMISSIONERS' FINAL FINDINGS WITH RESPECT TO  
THE ISSUANCE OF JUDGMENT FUNDING BONDS FOR  
THE PAYMENT OF CERTAIN JUDGMENTS AND  
SETTLEMENTS OBLIGATIONS AGAINST THE COUNTY

The Board of Commissioners (the "Commissioners") of Lake County, Indiana (the "County"), having examined certified judgments and settlements, as more fully described on Exhibit A attached hereto and made a part hereof (collectively, the "Judgments"); having established the aggregate principal amount of such judgments and settlements; having approved and requested, and having been presented with evidence that the County has no funds available or provided for in the existing budgets or tax levies that may be applied to satisfy the Judgments, as hereinafter defined, and having determined that an extraordinary emergency and necessity requiring additional appropriations exists; having requested that the Lake County Council, upon due notice as required by Indiana law, authorize as soon as practicable the issuance and sale of judgment funding bonds of the County (the "Bonds"), in an aggregate principal amount not to exceed Two Million and No/100 Dollars (\$2,000,000.00) (with such amount to be conclusively established prior to the closing of the Bond issue in accordance with Indiana law and, pursuant to the bond ordinance described below) and appropriate the proceeds of the Bonds for satisfaction of the Judgments, including expenses related to the issuance of the Bonds on account thereof, NOW FINDS:

1. The amount of the Judgments issued against Lake County is One Million Six Hundred Eighty Thousand Eight Hundred Forty-Five and 70/100 Dollars (\$1,680,845.70) aggregate principal amount plus accrued interest where provided for by the Judgment. Pursuant to Indiana law, the expenses incurred in connection with the issuance of bonds for the payment of judgment obligations of the County may be paid from bond proceeds. The estimated costs of issuance expected to be incurred should not exceed One Hundred Thirty-Nine Thousand One Hundred Fifty-Four and 30/100 Dollars (\$139,154.30), and the aggregate principal amount of the Bonds is hereby estimated to be One Million Eight Hundred Twenty Thousand and No/100 Dollars (\$1,820,000.00) but in any event shall not exceed Two Million and No/100 Dollars (\$2,000,000.00) with such final amount to be conclusively established prior to the closing of the Bond issue pursuant to the bond ordinance and in accordance with Indiana law.

2. That for the purpose of satisfying the Judgments and permitted related costs, the Lake County Council on November 10, 2008 adopted Ordinance No. 1305C (the "Ordinance") authorizing the issuance and sale of the Bonds in the aggregate principal amount not to exceed Two Million Dollars (\$2,000,000) and appropriating the proceeds derived from the sale of the Bonds for such purpose, which Ordinance was duly presented to and approved by the Board of County Commissioners on the date of these Final Findings.

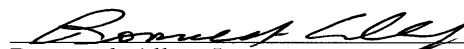
3. That acting in accordance with Section 2 of the Ordinance, the Board of County Commissioners hereby designates and appoints Wells Fargo Bank, N.A., as both the Registrar and the Paying Agent for the Bonds.

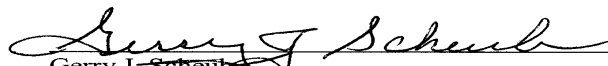
4. That acting in accordance with Section 8 of the Ordinance, the Auditor of Lake County has (a) authorized and approved the form of the Official Statement relating to the issuance of the Bonds, including the Official Bid Form, together with such changes in form and substance as were deemed necessary or appropriate by the attorney representing the County to describe adequately the issuance of the Bonds and information related thereto; (b) deemed and determined, as of its date, the form of the official statement so approved, to constitute the "final" Official Statement of the County with respect to the Bonds being offered thereby, subject to completion as permitted by and otherwise pursuant to the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule"); and (c) authorized and approved, consistent with the SEC Rule, the Official Statement, in the form so approved, be placed into final form and distributed and delivered to purchasers and potential purchasers of the Bonds and offered thereby as the final Official Statement of the County, as of the date thereof, with respect to the Bonds, and that such actions on the part of the Auditor of Lake County are hereby ratified, confirmed and approved in all respects.

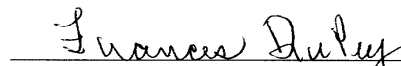
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ADOPTED by the Board of County Commissioners of Lake County, Indiana, on this 19<sup>th</sup> day of November, 2008.

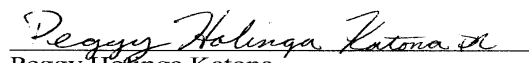
THE BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

  
Roosevelt Allen, Jr.

  
Gerry J. Scheub

  
Frances DuPey

ATTEST:

  
Peggy Holinga Katona,  
Lake County Auditor

## EXHIBIT A

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

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## Order #75 Agenda #77

In the Matter of Whittaker & Company, PLLC, Certified Public Accounts July 1, 2007 GASB No. 45 Liability Information and Fiscal 2008 Annual required contribution report for the Government of Lake County, Indiana postretirement benefit plan.

Allen made a motion, seconded by DuPey, to approve the Whittaker & Company, PLLC, Certified Public Accounts July 1, 2007 GASB No. 45 Liability Information and Fiscal 2008 Annual required contribution report for the Government of Lake County, Indiana postretirement benefit plan. Motion passed 3-0. (SEE "FILE" FOR ORIGINAL)

## Order #76 Agenda #78

In the Matter of Memo from the Commissioners' Attorney concerning Cold Patch.

Allen made a motion, seconded by DuPey, to approve the Memo from the Commissioners' Attorney concerning Cold Patch, with regard to the Highway Department, having received no response from Walsh & Kelly they are authorized to go on the open market for necessary Cold Patch. Motion passed 3-0.

## Order #76 Agenda #79

In the Matter of Memo from the Commissioners' Attorney concerning Lake County Bridge No. 2.

DuPey made a motion, seconded by Allen, to make a matter of public record the Memo from the Commissioners' Attorney concerning Lake County Bridge No. 2. Motion passed 3-0.

## Order #77 Agenda #80

In the Matter of Joint Office Sharing Cooperation Agreement Addendum between the Hanover Township Trustee and the Board of Commissioners of the County of Lake.

DuPey made a motion, seconded by Allen, to approve the Joint Office Sharing Cooperation Agreement Addendum with the Hanover Township Trustee. Motion passed 3-0.

**JOINT OFFICE SHARING COOPERATION AGREEMENT ADDENDUM**

THIS JOINT OFFICE SHARING COOPERATION AGREEMENT ADDENDUM (hereinafter referred to as "ADDENDUM"), is made and entered into this 19<sup>th</sup> day of November, 2008, by and between the HANOVER TOWNSHIP TRUSTEE, an executive of a unit of local government, located in HANOVER TOWNSHIP, Lake County, Indiana, (hereinafter referred to as "the TRUSTEE"), by and through the authority granted by the HANOVER TOWNSHIP BOARD, the legislative body of said unit; and the LAKE COUNTY BOARD OF COMMISSIONERS, LAKE COUNTY, INDIANA, the executive unit of Lake County government located in Lake County, Indiana (hereinafter referred to as "the COMMISSIONERS").

**RECITALS**

WHEREAS, the TRUSTEE is the owner of a commercial office building and parcel of real estate more commonly known as 13330 Parrish Avenue, Cedar Lake, Lake County, Indiana, (hereinafter referred to as "FACILITY") and which is subject to a JOINT OFFICE SHARING COOPERATION AGREEMENT dated January 9, 2007, (hereinafter referred to as "AGREEMENT") which is incorporated herein by reference; and

WHEREAS, the COMMISSIONERS are replacing the HANOVER TOWNSHIP ASSESSOR as one (1) of the responsible parties throughout this AGREEMENT; and

WHEREAS, the TRUSTEE and the COMMISSIONERS seek to modify the original AGREEMENT to include a restatement of certain terms; and

WHEREAS, the TRUSTEE, HANOVER TOWNSHIP BOARD, and the COMMISSIONERS each seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of this ADDENDUM.

**COVENANTS**

NOW, THEREFORE, the TRUSTEE, HANOVER TOWNSHIP BOARD, and the COMMISSIONERS, (hereinafter referred to as the "Parties") in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

1. The Parties agree that the Recitals set forth hereinabove in this ADDENDUM are an inherent part of, and are incorporated herein. Further, said Recitals shall be used to interpret this ADDENDUM instrument hereafter.

2. The COMMISSIONERS are replacing the HANOVER TOWNSHIP ASSESSOR as one (1) of the responsible parties throughout this AGREEMENT, in all terms and provisions therein except as and substituted for said party amended thereby.

3. The terms of SECTION 5: Sharing of Costs and Expenses of the AGREEMENT dated January 9, 2007, on Page 3, shall be modified to provide as follows:

**SECTION 5: Sharing of Costs and Expenses.**

Any and all monthly operational costs and expenses (i.e. sewer, wastewater, etc.) of this AGREEMENT shall be assumed and paid by the TRUSTEE and the COMMISSIONERS in the following manner: forty-five percent (45%) to be paid by the TRUSTEE and fifty-five percent (55%) to be paid by the COMMISSIONERS, with payment when due and owing to be made to the TRUSTEE on at least a monthly basis. Any and all major costs and expenses (i.e. snow plowing, ground maintenance, building repairs, etc.) of this AGREEMENT shall be assumed and paid by the TRUSTEE and the COMMISSIONERS in the following manner: forty-five percent (45%) to be paid by the TRUSTEE and fifty-five percent (55%) to be paid by the COMMISSIONERS, with payment when due and owing to be made to the TRUSTEE on at least a monthly basis."

4. The terms of SECTION 7: Insurance of the AGREEMENT dated January 9, 2007, on Page 3, shall be modified to provide as follows:

**SECTION 7: Insurance.**

The COMMISSIONERS will cause the TRUSTEE to be indemnified by proper insurance coverage procured through an insurance company against any loss, damage or expense arising against the TRUSTEE because of injury to the public or property arising from the occupancy of the demised premises by the COMMISSIONERS or by any act or omission of the COMMISSIONERS or the COMMISSIONERS's customers, employees, visitors or invitees, and to save the TRUSTEE harmless from any liability arising from injury to person or damage to property occurring in or about the demised premises through the COMMISSIONERS's fault or neglect, and to indemnify the TRUSTEE for all expenses, including, but not exclusive of, attorneys fees, damages, or fines suffered by the TRUSTEE by reason of any breach by the COMMISSIONERS of any covenant or provision of this AGREEMENT.

The COMMISSIONERS shall keep in force such insurance policies covering liability as will fully protect the TRUSTEE, HANOVER TOWNSHIP BOARD, and the COMMISSIONERS against claims of any and all persons for personal injury, death or property damage occurring in or about the demised premises, such insurance to afford protection to the limit of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for any one (1) accident and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate. The COMMISSIONERS shall name both the TRUSTEE and HANOVER TOWNSHIP BOARD, as additional insureds on said policy. The COMMISSIONERS shall furnish the TRUSTEE with a copy of such insurance coverage within thirty (30) days after the inception of this Agreement. In the event the COMMISSIONERS shall fail to provide such insurance coverage, the TRUSTEE may, but shall not be obliged to effect such insurance coverage in the name of the COMMISSIONERS, and the policy or policies therefore shall also be in the name of and fully protect the TRUSTEE with respect to such claims. The COMMISSIONERS shall pay on demand the amount properly paid by the TRUSTEE for such purpose, together with interest at the rate of twelve percent (12%) per annum from the date of payment thereof by the TRUSTEE, and in case of the failure of the COMMISSIONERS so to pay, such amount shall be added to and become part of the next monthly installment of rent.

The COMMISSIONERS shall carry insurance for damage to the leased premises caused by burglary, robbery, vandalism, malicious mischief, and glass breakage. The COMMISSIONERS shall furnish the TRUSTEE with a copy of such insurance coverage within thirty (30) days after the inception of this AGREEMENT and each year thereafter.

During the Term of this AGREEMENT, in the event the COMMISSIONERS decide to terminate said insurance coverage, COMMISSIONERS must provide advance written notice to the TRUSTEE at least thirty (30) days of any such action."

5. The following SECTION 18: Miscellaneous shall be added to the AGREEMENT dated January 9, 2007, on Page 5, to provide as follows:

**SECTION 18: Miscellaneous.**

All other terms and provisions of the AGREEMENT dated January 9, 2007, not amended or modified herein, are ratified and reaffirmed, and shall remain full force and effect."

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this ADDENDUM to be executed this 19th day of November, 2008.

HANOVER TOWNSHIP,  
LAKE COUNTY, INDIANA

BOARD OF LAKE COUNTY  
COMMISSIONERS,  
LAKE COUNTY, INDIANA

By: \_\_\_\_\_  
Township Board President

By: [Signature]  
Commissioner

By: \_\_\_\_\_  
Township Board Vice-President

By: [Signature]  
Commissioner

By: \_\_\_\_\_  
Township Board Secretary

By: [Signature]  
Commissioner

By: \_\_\_\_\_  
James W. Hunley, TRUSTEE

## Order #78 Agenda #81A-C

In the Matter of Vendor Qualification Affidavits from Lake County Community Development for Glavice Electric, Inc., Pyramid Contractors, Inc., and J&M Heating and Cooling, Inc.

Allen made a motion, seconded by DuPey, to approve the Vendor Qualification Affidavits from Lake County Community Development for Glavice Electric, Inc., Pyramid Contractors, Inc., and J&M Heating and Cooling, Inc. Motion passed 3-0.

## Order #79 Agenda #82

In the Matter of Vendor Qualification Affidavit from the Lake County Purchasing Department for Proforma Lake shore Print & Promotion for the printing of purchase orders.

DuPey made a motion, seconded by Allen, to approve the Vendor Qualification Affidavit from the Lake County Purchasing Department for Proforma Lake shore Print & Promotion for the printing of purchase orders. Motion passed 3-0.

## Order #80 ADD Agenda #84B

In the Matter of Memo from the Commissioners Attorney concerning Site Correction.

Allen made a motion, seconded by DuPey, to approve Memo from the Commissioners Attorney concerning Site Correction, Lake County Government Center not Gary Courthouse. Motion passed 3-0.

## Order #81 ADD Agenda #84C

In the Matter of Indiana Department of Environmental Management (IDEM) Waste Tire Management Grant in the amount of \$14,632.00 to install a pour-in-place surface at the patio area of the Lake County Fairgrounds.

Allen made a motion, seconded by DuPey, to make a matter of public record the Indiana Department of Environmental Management (IDEM) Waste Tire Management Grant in the amount of \$14,632.00 to install a pour-in-place surface at the patio area of the Lake County Fairgrounds. Motion passed 3-0.

## Order #82 Agenda #85A

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, July 16, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, July 16, 2008, Regular Meeting. Motion passed 3-0.

## Order #82 Agenda #85B

In the Matter of Review and Approval of Minutes, Joint Special Meeting, Thursday, July 24, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Thursday, July 24, 2008, Joint Special Meeting. Motion passed 3-0.

## Order #82 Agenda #85C

In the Matter of Review and Approval of Minutes, Joint Special Meeting, Thursday, July 30, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Thursday, July 30, 2008, Joint Special Meeting. Motion passed 3-0.

## Order #82 Agenda #85D

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, August 20, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, August 20, 2008, Regular Meeting. Motion passed 3-0.

## Order #82 Agenda #85E

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

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

## Order #82 Agenda #86

In the Matter of Lake County Expense Claims to be allowed Wednesday, November 19, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, November 19, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order #82 Agenda #87

In the Matter of Service Agreements

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

**L C BOARD OF COMMISSIONERS** W/ Performance Co., Inc.

**L C BOARD OF COMMISSIONERS** W/ Performance Co., Inc.

<b>L C BOARD OF COMMISSIONERS</b>	<b>W/</b>	Performance Co., Inc.
<b>L C BOARD OF COMMISSIONERS</b>	<b>W/</b>	Boulevard Sales
<b>L C BOARD OF COMMISSIONERS</b>	<b>W/</b>	Keystone Software
<b>L C CENTER TOWNSHIP ASSESSOR</b>	<b>W/</b>	Nana Heilig
<b>L C CENTER TOWNSHIP ASSESSOR</b>	<b>W/</b>	Chester, Inc.
<b>L C SUPERIOR COURT, DIV. RM 1</b>	<b>W/</b>	McShanes
<b>L C SUPERIOR COURT, DIV. RM 1</b>	<b>W/</b>	McShanes
<b>L C JUVENILE COURT/C.A.S.A. PROGRAM</b>	<b>W/</b>	Adams Remco, Inc.
<b>L C JUVENILE COURT/C.A.S.A. PROGRAM</b>	<b>W/</b>	Adams Remco, Inc.
<b>L C MAILROOM</b>	<b>W/</b>	Pitney Bowes

## Order #82 Agenda #88

In the Matter of Poor Relief Decisions.

Allen made a motion, seconded by DuPey, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0.

Leslie Lee	Denied
Cynthia Cauthen	Approved
Robin Madry	Approved
Vanessa Mister	Approved
Kisah Wooden	Approved on Condition
James Johnson	Approved
Tracy Rogers	Approved
Ambria Johnson	Approved
Everette Riddley	Approved
Bernice Jones	Approved
Tupito Fatutoa	Approved
Virgie Wright	Approved
Christopher Charleston	Approved
Adrina Talbert	Approved
Brenda Scott	Approved in part
Erica Owens	Approved
Kike Turner	Approved
Lorraine Hall	Approved
Carrie Ford	Approved
Ernest Walton	Approved on Condition
Cotesha Simmons	Approved on Condition
Linda Wooden	Approved
Willie Hines	Approved \$100 for Medical
Linn Smith	Approved in part
Ranetta Collins	Approved in part
Betty Crawford	Approved
Shawndrea Turner	Approved in part
Tina Williams	Approved
Alta Lavizzo	Approved
J.T. Williams	Approved
LeShanda Clark	Approved
Gloria Ward	Approved
Sharon Raymond	Approved
Harold Lillie	Approved
Ronald Shaoos	Approved
James Neely	Approved
Lavita Brewer	Approved
Maurice Kelly	Approved
Patricia Rice	Approved
Bernard Sanders	Approved
Titiana Moody	Denied for appellant's failure to appear
Deanna Young	Denied for appellant's failure to appear
Connie Montgomery	Denied for appellant's failure to appear
Michael Lawrence	Denied for appellant's failure to appear
Michelle Bejar	Denied for appellant's failure to appear
Melonie Irving	Denied for appellant's failure to appear
Regina Key	Denied for appellant's failure to appear
Felicia Winborn	Denied for appellant's failure to appear
Mary Shelly	Denied for appellant's failure to appear
Zachary Scott	Denied for appellant's failure to appear
Terry Black	Denied for appellant's failure to appear
Chenille Brouim	Denied for appellant's failure to appear
Sheree Hughes	Denied for appellant's failure to appear
Tymara Ballard	Denied for appellant's failure to appear
Nettie Keys	Denied for appellant's failure to appear
Kim Washington	Denied for appellant's failure to appear
Naomi Graniger	Denied for appellant's failure to appear
Serena Butler	Denied for appellant's failure to appear
Dale Kendrick	Denied for appellant's failure to appear
Deatra Brown	Denied for appellant's failure to appear
Tia Austin	Denied for appellant's failure to appear
Gloria Sease	Denied for appellant's failure to appear

## Order #82 Agenda #88 (cont'd)

Allan Walker	Denied
Leroy Hunter Jr.	Denied
Susie Bynum	Denied
Ethel Foster	Denied
Diane Fleets	Denied for appellant's failure to appear
NaTasha Bullock	Denied for appellant's failure to appear
Louberta Davis	Denied for appellant's failure to appear
Louise Bingham	Denied for appellant's failure to appear
Myra Black	Denied for appellant's failure to appear
Ruby Pitts	Denied
Anna Robinson	Denied
Alma Jefferson	Denied
Michelle Sanders	Denied
Darrell Guy	Denied
Barbara Watson	Denied
Auqilena Fenner	Denied for appellant's failure to appear
Cason Tearon	Denied for appellant's failure to appear
Arthur Butler	Denied for appellant's failure to appear
Nathaniel Mathis	Denied for appellant's failure to appear
Karl Williams	Denied for appellant's failure to appear
Douglas Washington	Denied for appellant's failure to appear
Lisha Phillips	Denied for appellant's failure to appear
LaShanna Moore	Denied for appellant's failure to appear
Mary Barner	Denied for appellant's failure to appear
Lizette Ramos	Denied for appellant's failure to appear
Naomi Robinson	Denied for appellant's failure to appear
Cheryl Wilson	Denied for appellant's failure to appear
Linda Richardson	Denied for appellant's failure to appear
Natalie McCarthy	Denied for appellant's failure to appear
Christiney Woods	Denied for appellant's failure to appear
LaTisha Kirksey	Denied for appellant's failure to appear
Joseph Hegwood	Denied for appellant's failure to appear
Tynesha Sheffield	Denied for appellant's failure to appear
Daunna Weldon	Denied for appellant's failure to appear
Betty Nelson	Denied for appellant's failure to appear
Stanley Gill	Denied for appellant's failure to appear
Walter Curtis	Denied
Davita Malone	Denied
Carrie Allen	Denied
Erick Graham	Denied for appellant's failure to appear
Vicki Dunaway	Denied
Jerry Wheatley	Denied for appellant's failure to appear
Loretta Gibson	Denied for appellant's failure to appear
Fredricka White	Denied for appellant's failure to appear
Joycestine Tyler	Denied for appellant's failure to appear
Pamela Mallet	Denied for appellant's failure to appear
Shemata Chatman	Denied for appellant's failure to appear
Assyria Shakir	Denied for appellant's failure to appear
Tara McGhee	Denied for appellant's failure to appear
Travara Haywood	Denied for appellant's failure to appear
Sharonda Greer	Denied for appellant's failure to appear
Linda Nelson	Denied for appellant's failure to appear
Terrance Hughes	Denied for appellant's failure to appear
Stephanie Horde	Denied for Nipsco
Donna Jennings	Denied
Tamika Hardy	Denied for appellant's failure to appear
LaMonte Jenkins	Denied for appellant's failure to appear
Rachael Wilson	Denied
JoAnna Stewart	Denied
Kathryn McLin	Denied for appellant's failure to appear
Harold Green	Denied for appellant's failure to appear
Heather Hillis	Denied for appellant's failure to appear
Gladys Manning	Denied for appellant's failure to appear
Corinne Acoff	Denied for appellant's failure to appear
Donna Levesque	Denied for appellant's failure to appear
LaSandra Smith	Denied for appellant's failure to appear
Kimberly Smith	Denied for appellant's failure to appear

## Order #83 Agenda #91

In the Matter of L.C. Council Ordinance No. 1305A.

DuPey made a motion, seconded by Allen, to veto the Lake County Council Ordinance No. 1305A, Ordinance Establishing the Lake County Sheriff Eviction Fee. Motion passed 3-0.

Order #83 Agenda #91 (cont'd)

ORDINANCE NO. 1305A  
ORDINANCE ESTABLISHING THE  
LAKE COUNTY SHERIFF EVICTION FEE

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

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

**WHEREAS**, I.C. 36-2-5-2(b) provides that the Lake County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriations made by the County Council, except as otherwise provided by law; and

**WHEREAS**, I.C. 36-1-3-8 provides that the Lake County Council has the power to impose a user fee reasonably related to reasonable and just rates and charges for services; and

**WHEREAS**, the Lake County Sheriff has a duty to travel to real property to post eviction notices, and when an eviction order from a Court is received it must also return to the real property to oversee the eviction of the tenant on the deadline date noted in the notice of eviction; and

**WHEREAS**, a reasonable user fee related to the services is One Hundred (\$100.00) Dollars per eviction; and

**WHEREAS**, the Lake County Council desires to establish a Lake County Sheriff Eviction Fee for services rendered in connection with the notice and execution of an order of eviction.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That there is hereby established a Lake County Sheriff Eviction Fee (fee) for services rendered by the Lake County Sheriff in connection with the notice of eviction and the execution of any order of eviction from the real property.
  
2. That the fee shall be set at the amount of One Hundred (\$100.00) Dollar per eviction, and shall be paid by the Plaintiff with filing fees at the time the Complaint for Eviction/Ejectment is filed with the Clerk's Office.
  
3. That the fee shall be delivered to the Lake County Auditor for deposit in the Lake County General Fund, and shall be appropriated from the General Fund by the Lake County Council, or as otherwise provided by law.

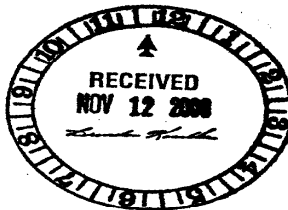
SO ORDAINED THIS 10th DAY OF NOVEMBER, 2008.

\_\_\_\_\_  
CHRISTINE CID, President

Absent  
 \_\_\_\_\_  
 LARRY BLANCHARD  
 \_\_\_\_\_  
 THOMAS O'DONNELL  
 \_\_\_\_\_  
 TED F. BILSKI

\_\_\_\_\_  
 ERNIE DILLON  
 \_\_\_\_\_  
 ELSIE FRANKLIN  
 \_\_\_\_\_  
 JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 THIS 14th DAY OF NOVEMBER 2008  
 VETOED

Order #84 Agenda #91

In the Matter of L.C. Council Ordinance No. 1305B.

DuPey made a motion, seconded by Allen, to approve L.C. Council Ordinance No. 1305B, Ordinance Creating the Sheriff's Cops Interoperability Fund, A Non-Reverting Fund. Motion passed 3-0.

**ORDINANCE NO. 1305B**

**ORDINANCE CREATING THE SHERIFF'S COPS INTEROPERABILITY 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,** on October 3, 2008, the Lake County Sheriff's Department received notice of the Interoperability Grant Award from the Department of Justice in the sum of \$654,710.00; and
- WHEREAS,** the Lake County Council desires to create a Sheriff's COPS Interoperability Fund, a non-reverting fund, for the deposit of funds received through the Interoperability Grant Award from the Department of Justice.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council establishes the Sheriff's COPS Interoperability Fund, a non-reverting fund established for the deposit of all monies received as a result of the Interoperability Grant Award through the Department of Justice.
2. That the monies deposited in the COPS Interoperability Fund shall be used for the following purchases identified in the grant: administration, fringe benefits, equipment, supplies, travel/training, consulting and delivery and warranty costs.
3. That appropriations from the non-reverting Fund shall be subject to approval by the Lake County Council or as otherwise provided by law.
4. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the Sheriff's COPS Interoperability Fund, subject to appropriation by the Lake

County Council or as otherwise provided by law.

SO ORDAINED THIS 10TH DAY OF NOVEMBER, 2008.

*Christine CID*  
CHRISTINE CID, President



**Absent**  
 LARRY BLANCHARD  
*Thomas O'Donnell*  
 THOMAS O'DONNELL  
*Ted F. Bilski*  
 TED F. BILSKI

*Ernie Dillon*  
 ERNIE DILLON  
*Elsie Franklin*  
 ELSIE FRANKLIN  
*Jerome A. Prince*  
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Lawrence DuPey*  
*James Schaefer*  
 APPROVED THIS 17th DAY OF NOVEMBER, 2008

Order #84 Agenda #91

In the Matter of L.C. Council Ordinance No. 1305D.

DuPey made a motion, seconded by Allen, to approve L.C. Council Ordinance No. 1305D, Ordinance Concerning Holiday Schedule for the Calendar Year of 2009. Motion passed 3-0.

**ORDINANCE NO. 1305D**

**ORDINANCE CONCERNING HOLIDAY  
SCHEDULE FOR THE CALENDAR YEAR OF 2009**

**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	Thursday closed
Martin Luther King, Jr.	January 19th	Monday closed
Good Friday	April 10th	Friday closed
Memorial Day	May 25th	Monday closed
Independence Day	July 4th	Saturday (Closed July 3rd)
Labor Day	September 7th	Monday closed
Columbus Day	October 12th	Monday closed
Veterans Day	November 11th	Wednesday closed
Thanksgiving Day	November 26th	Thursday closed
	November 27th	Friday closed
Christmas Eve	December 24th	Thursday closed
Christmas Day	December 25th	Friday closed
New Years Eve	December 31st	Thursday closed

SO RESOLVED THIS 10th DAY OF NOVEMBER, 2008.

*Christine CID*  
CHRISTINE CID, President



**Absent**

LARRY BLANCHARD

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

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

*Francis DuPey*  
*Harry Schenk*

*Bonnie Allen*  
APPROVED THIS 12th DAY OF NOVEMBER, 2008



Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-144.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-144, Resolution Honoring Patty Cisneros, 2008 U.S. Women's Paralympics Gold Medalist and Coach of the University of Illinois Wheelchair Basketball Team – 2008 National Champions. Motion passed 3-0.

**RESOLUTION NO. 08-144**

**RESOLUTION HONORING PATTY CISNEROS,  
2008 U.S. WOMEN'S PARALYMPICS GOLD MEDALIST  
AND COACH OF THE UNIVERSITY OF ILLINOIS  
WHEELCHAIR BASKETBALL TEAM - 2008 NATIONAL CHAMPIONS**

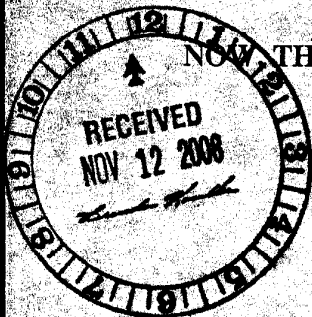
**WHEREAS,** students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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

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

**WHEREAS,** PATTY CISNEROS, a graduate of River Forest High School and Valparaiso University is currently the head coach of the women's wheelchair basketball team at the University of Illinois which she lead to the National Championship this past season; and

**WHEREAS,** PATTY CISNEROS is the co-captain of the U.S. Women's Paralympics Basketball Team that captured the Gold Medal at the 2008 Beijing Paralympic Games, the team's second consecutive Gold Medal, having won the Gold Medal in the 2004 Athen games.



**THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to PATTY CISNEROS for capturing the Gold Medal in the 2008 U.S. Women's Basketball Paralympic Games in Beijing and coaching the University of Illinois Wheelchair Basketball Team to the 2008 National Championship; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to PATTY CISNEROS.

SO RESOLVED by the Lake County Council, this 10TH day of November, 2008.

*Christine CID*  
 CHRISTINE CID, President

*Larry Blanchard*      *Ernie Dillon*  
 LARRY BLANCHARD      BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE      ERNIE DILLON

*Thomas O'Donnell*      *Francis DuPuy*  
 THOMAS O'DONNELL      FRANCIS DUPUY

*Ted F. Bilski*      *Elaine Franklin*  
 TED F. BILSKI      ELAINE FRANKLIN

*Jerome A. Prince*  
 JEROME A. PRINCE

APPROVED THIS 11 DAY OF NOVEMBER 2008

Members of the Lake County Council



Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-145.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-145, Resolution Authorizing the Lake County Board of Commissioners to File an Action Plan Amendment for FY2008 CDBG Program in Neighborhood Stabilization (NSP) Funding From HUD. Motion passed 3-0.

**RESOLUTION NO. 08-145**

**RESOLUTION AUTHORIZING THE LAKE COUNTY BOARD OF COMMISSIONERS TO FILE AN ACTION PLAN AMENDMENT FOR FY2008 CDBG PROGRAM IN NEIGHBORHOOD STABILIZATION (NSP) FUNDING FROM HUD**

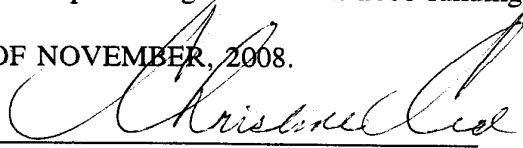
**WHEREAS,** Lake County, Indiana, is qualified as a Direct Funding Community for funds under the Neighborhood Stabilization Program (NSP) provided under the Housing and Economic Recovery Act of 2008; and

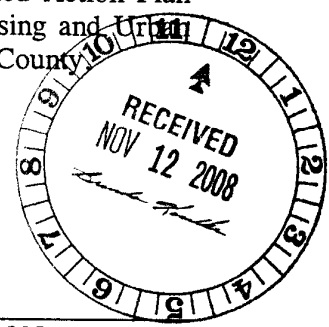
**WHEREAS,** Lake County is preparing to submit an Application Plan which is required by the U.S. Department of Housing and Urban Development for NSP funding; and

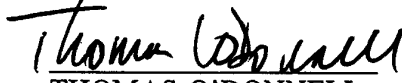
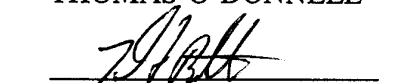
**WHEREAS,** it is in the best interest of the citizens of Lake County that it should prepare this application for the Neighborhood Stabilization Program.

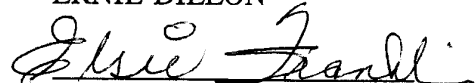

NOW, THEREFORE, LET IT BE RESOLVED, by the Lake County Council that the Lake County Board of Commissioners is authorized to file an amended Consolidated Action Plan Application and execute a grant agreement with the U.S. Department of Housing and Urban Development for \$5,738,024.00 representing Fiscal Year 2008 funding to the County.

DATED THIS 10TH DAY OF NOVEMBER, 2008.

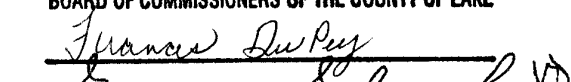


  
CHRISTINE CID, President



Absent  
LARRY BLANCHARD  
  
THOMAS O'DONNELL  
  
TED F. BILSKI

ERNIE DILLON  
  
ELSIE FRANKLIN  
  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
  
  
APPROVED THIS 14<sup>th</sup> DAY OF November 20 08

Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-146.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-146, Resolution Authorizing An Appeal From Tax Levy Limits Established Pursuant to I.C. 6-3.5-1, Now Codified as I.C. 6-1.18.5-1 through I.C. 6-1.18.5-18 for the Budget Year 2009. Motion passed 3-0.

**RESOLUTION NO. 08-146**

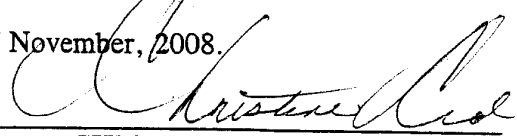
**RESOLUTION AUTHORIZING AN APPEAL FROM TAX LEVY LIMITS ESTABLISHED PURSUANT TO I.C. 6-3.5-1, NOW CODIFIED AS I.C. 6-1.1-18.5-1 THROUGH I.C. 6-1.1-18.5-18 FOR THE BUDGET YEAR 2009**

WHEREAS, the Lake County Council is unable to adopt a budget within the limitations of I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18; and

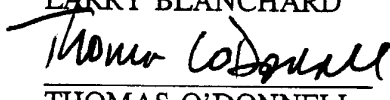

WHEREAS, Lake County as a taxing unit, and the various departments of Lake County Government, will be unable to carry out the governmental functions and responsibilities committed to it by law during the year 2009, unless it is given the authority to increase the tax levy beyond the limitations provided for in I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1, through I.C. 6-1.1-18.5-18.

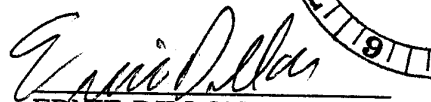


NOW, THEREFORE, BE IT RESOLVED by the Lake County Council of the State of Indiana that it is desired and deemed necessary to proceed with the proposed appeal from the tax levy limitations, I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18 as set forth in the petition attached hereto.

DATED THIS 10th day of November, 2008.

  
CHRISTINE CID, President

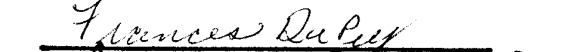




Absent  
LARRY BLANCHARD  
  
THOMAS O'DONNELL  
  
TED F. BILSKI

  
ERNIE DILLON  
  
ELSIE FRANKLIN  
  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
  
APPROVED THIS 14th DAY OF November 2008

Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-147.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-147, Resolution Transferring \$41,082.00 from the R.I.C.O. Seizure Fund (Fund No. 141) to the Jail Misdemeanant Fund, Fund No. 152. Motion passed 3-0.

**RESOLUTION NO. 08-147**

**RESOLUTION TRANSFERRING \$41,082.00  
FROM THE R.I.C.O. SEIZURE FUND (FUND NO. 141)  
TO THE JAIL MISDEMEANANT FUND, FUND NO. 152**

**WHEREAS,** on August 25, 2008, funding was taken from the Jail Misdemeanant Fund, Fund No. 152 for payment pursuant to the Master/Lease Purchase Agreement approved by the Lake County Board of Commissioners for the purchase of a helicopter from American Eurocopter, Inc.; and

**WHEREAS,** it was necessary to make transfers for the funding of the helicopter; and

**WHEREAS,** the Lake County Council desires to transfer \$41,082.00 from the R.I.C.O. Seizure Fund (Fund No. 141) to the Jail Misdemeanant Fund (Fund No. 152) to reimburse the Jail Misdemeanant Fund.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$41,082.00 from the R.I.C.O. Seizure Fund (Fund No. 141) to the Jail Misdemeanant Fund (Fund No. 152), to reimburse the Jail Misdemeanant Fund, which was used for payment pursuant to the Master/Lease Purchase Agreement for the purchase a single helicopter.



SO RESOLVED THIS 10th DAY OF NOVEMBER, 2008.

*Christine CID*  
CHRISTINE CID, President

Absent  
LARRY BLANCHARD

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis DuPey*  
*Harry Schenk*  
*Robert C. ...*  
APPROVED THIS 19th DAY OF November 2008

Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-148.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-148, Resolution Transferring \$180,500.00 from the Cumulative Helicopter Improvement Fund (Fund NO. 277) to the Jail Misdemeanant Fund, Fund No. 152. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*[Signature: Larry Schaub]*  
*[Signature: Ernest Dillon]*  
*[Signature: James DuPey]*  
 APPROVED THIS 19th DAY OF November 20 08

RESOLUTION NO. 08-148

**RESOLUTION TRANSFERRING \$180,500.00  
 FROM THE CUMULATIVE HELICOPTER IMPROVEMENT FUND (FUND NO. 277)  
 TO THE JAIL MISDEMEANANT FUND, FUND NO. 152**

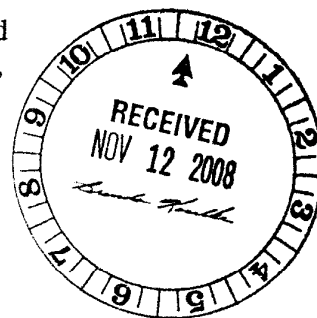
**WHEREAS,** on August 25, 2008, funding was taken from the Jail Misdemeanant Fund, Fund No. 152 for payment pursuant to the Master/Lease Purchase Agreement approved by the Lake County Board of Commissioners for the purchase of a helicopter from American Eurocopter, Inc.; and

**WHEREAS,** it was necessary to make transfers for the funding of the helicopter; and

**WHEREAS,** the Lake County Council desires to transfer \$180,500.00 from the Cumulative Helicopter Fund (Fund No. 277) to the Jail Misdemeanant Fund (Fund No. 152) to reimburse the Jail Misdemeanant Fund.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$180,500.00 from the Cumulative Helicopter Improvement Fund (Fund No. 277) to the Jail Misdemeanant Fund (Fund No. 152), to reimburse the Jail Misdemeanant Fund, which was used for payment pursuant to the Master/Lease Purchase Agreement for the purchase a single helicopter.



SO RESOLVED THIS 10th DAY OF NOVEMBER, 2008.

*[Signature: Christine CID]*  
 CHRISTINE CID, President

LARRY BLANCHARD  
*[Signature: Thomas O'Donnell]*  
 THOMAS O'DONNELL

*[Signature: Ted F. Bilski]*  
 TED F. BILSKI

*[Signature: Ernie Dillon]*  
 ERNIE DILLON

*[Signature: Elsie Franklin]*  
 ELSIE FRANKLIN

*[Signature: Jerome A. Prince]*  
 JEROME A. PRINCE

Members of the Lake County Council

Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-149.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-149, Resolution to Extend the Payment of a Transfer between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(b) (Health Dept/Fund No. 105; County Bond, Fund No. 320; Cumulative Cap/Fund No. 651 and Drainage/Fund No. 790). Motion passed 3-0.

RESOLUTION NO. 08-149

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (HEALTH DEPT/FUND NO. 105; COUNTY BOND, FUND NO. 320; CUMULATIVE CAP/FUND NO. 651 AND DRAINAGE/FUND NO. 790)

- WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS, on September 4, 2007, the Lake County Council, by Resolution No. 07-139 approved temporary loans to certain funds to be repaid to the source fund on or before December 31, 2008; and
- WHEREAS, on May 13, 2008, the Lake County Council, by Resolution No. 07-139A amended the maximum loan amount of the County Bond Fund, Fund No. 320 to \$5,206,000.00; and
- WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the Health Insurance Fund, Fund No. 514, the following temporary transfers on or before December 31, 2008:

Health Dept/Fund 105	\$ 500,000.00
County Bond/Fund 320	\$5,206,000.00
Cumulative Cap/Fund 651	\$1,400,000.00
Drainage/Fund 790	\$1,400,000.00

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the following temporary loans and transfers approved on September 4, 2007 and May 31, 2008 by Resolution Nos. 07-139 and 07-139A to the Health Insurance Fund, Fund No. 514,

be extended to June 30, 2009, pursuant to I.C. 36-1-8-4(b) as follows:

Health Dept/Fund 105	\$ 500,000.00
County Bond/Fund 320	\$5,206,000.00
Cumulative Cap/Fund 651	\$1,400,000.00
Drainage/Fund 790	\$1,400,000.00



SO RESOLVED THIS 10TH DAY OF NOVEMBER, 2008.

*Christine CID*  
CHRISTINE CID, President

LARRY BLANCHARD  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON  
*Elsie Franklin*  
ELSIE FRANKLIN  
*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis Daley*  
*Larry Schenk*  
*Randy Hill*  
APPROVED THIS 17th DAY OF November 20 08

## Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-150.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-150, Resolution to Extend the Payment of a Transfer between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(b) (Emergency Management/Fund No. 249). Motion passed 3-0.

**RESOLUTION NO. 08-150****RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (EMERGENCY MANAGEMENT/FUND NO. 249)**

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

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

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

**WHEREAS**, on September 4, 2007, the Lake County Council, by Resolution No. 07-139 approved temporary loans to certain funds to be repaid to the source fund on or before December 31, 2008; and

**WHEREAS**, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the Cumulative Bridge Fund, Fund No. 350, the following temporary transfers on or before December 31, 2008:

Emergency Management/Fund 249	\$ 500,000.00
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**NOW, THEREFORE, LET IT BE RESOLVED** by the Lake County Council that the repayment date of the following temporary loan and transfer from the Cumulative Bridge Fund, Fund No. 350, approved on September 4, 2007 by Resolution No. 07-139 be extended to June 30, 2009, pursuant to I.C. 36-1-8-4(b) as follows:

Emergency Management/Fund 249	\$ 500,000.00
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SO RESOLVED THIS 10TH DAY OF NOVEMBER, 2008.

*Christine CID*  
CHRISTINE CID, President



LARRY BLANCHARD  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*T F B*  
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*  
*Henry Schenk*  
*Ronald...*  
APPROVED THIS 10<sup>th</sup> DAY OF November 2008

Order #84 Agenda #91

In the Matter of L.C. Council Resolution No. 08-151.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-151, Resolution Supporting and Approving an Installment Plan for Payment of 2007 payable 2008 Real Estate and Personal Property Taxes Pursuant to I.C. 6-1.1-22-9.5. Motion passed 3-0.



**RESOLUTION NO. 08-151**

**RESOLUTION SUPPORTING AND APPROVING  
AN INSTALLMENT PLAN FOR PAYMENT OF  
2007 PAYABLE 2008 REAL ESTATE  
AND PERSONAL PROPERTY TAXES PURSUANT TO I.C. 6-1.1-22-9.5**

**WHEREAS,** I.C. 6-1.1-22-9.5 authorizes the County Auditor, the County Treasurer, and the County fiscal body to request approval from the Indiana Department of Local Government Finance of a payment plan for payment of 2007 payable 2008 real estate and personal property taxes; and

**WHEREAS,** owners of real estate parcels and personal property who qualify for the payment plan may not be able to otherwise timely pay their taxes for 2007 due and payable in 2008, and should therefore be able to pay pursuant to a payment plan which allows a three (3) month grace period with no penalties for the second installment; and

**WHEREAS,** owners of real estate parcels and personal property who qualify for the extension to pay the second installment of the 2007 payable-2008 real estate tax pursuant to I.C. 6-1.1-22-9.5 will receive a three (3) month grace period with no penalties for the second installment.

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

- Section 1. The Lake County Council approves and recommends the following payment plan for taxpayers pursuant to I.C. 6-1.1-22-9.5.
- Section 2. The Lake County Council approves and recommends that owners of real estate parcels and personal property receive a three (3) month grace period with no penalties for the second installment of 2007 payable in 2008 real estate and personal property taxes.
- Section 3. The Lake County Council joins the County Auditor and the County Treasurer in requesting the Department of Local Government Finance to approve the petition for payment of real estate and personal property taxes pursuant to a I.C. 6-1.1-22-9.5, which allows qualified taxpayers to pay their second installment of the 2007 payable 2008 installment with a three (3) month grace period with no penalties.



The foregoing was passed by the Lake County Council this 10th day of November, 2008.

*Christine CID*  
CHRISTINE CID, President

LARRY BLANCHARD

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuRoi*  
*Henry Scheibel*

*Robert L. ...*  
APPROVED THIS 14th DAY OF November, 2008

Order #85 Agenda #95

In the Matter of Comments from the members of the Board of Commissioners.

DuPey – Letter from Kavadias & Associates referring to the Northcote Bridge in the Wicker Park Neighborhood Association, asking for that bridge to be closed and we urge you to remove that bridge, your immediate action is necessary so that the Army Core of Engineers can implement changes to this phase of the levy project, the Munster Town Council supports our Association in this matter.

So, now if you gentlemen remember I took it upon myself to close that bridge, we were called by Stan Dostotni in Hammond telling us we didn't have the authority to close the bridge because it was a "collector" so what we need is an attorney like Joe Irak or someone to go into the details of what a collector road is and how it got designated, what do we do to undesigned it, can we accomplish this, do we leave these people to sit without an answer, there are 500 signatures on this petition or do we respond to these people in some way?

Irak – If I could, we'll certainly look at that maybe give us a chance to look at the letter and get back to the Board of Commissioners, I'll talk to John(Dull) and we'll come back and give a report.

Order #85 Agenda #95

In the Matter of Comments from the members of the Board of Commissioners.

Allen – I went to Indianapolis yesterday for the reorganization of the General Assembly, I did get an opportunity to talk to most of the Northwest Indiana Delegation and some of the other Representatives and Senators in Indianapolis, some of the topics that I talked with about was the merit collection in Lake County with the Judges. I also talked with them about this frozen levy that we have, perpetual frozen levy that the County has and the duress it's causing for the County and units of Government. I did talk with them about the four and a half million dollar school levy because Lake County is the only County in the entire State now where the State hasn't taken over the full funding of the School System, in every other County in the State the State funds the School Systems at a 100%, in Lake County we still have a four and a half million dollar levy, that's levied on the taxpayers for the school corporation. And then I did discuss with them the consolidation, some of the portions of the Kernon Shepard's Consolidation especially as it pertains to the County Commissioners. As it was an interesting experience in some aspects they were agreeable about some of the topics, some of the other topics were kind of "wishy washy".

The following officials were Present:  
Attorney Joe Irak  
Dan Ombac  
Brenda Koselke  
Jim Bennett  
Delvert Cole  
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, December 17, 2008 at 10:00 A.M.

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

\_\_\_\_\_  
ROOSEVELT ALLEN JR.

\_\_\_\_\_  
FRANCES DUPEY

\_\_\_\_\_  
GERRY SCHEUB, PRESIDENT

ATTEST:

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

