

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 13<sup>th</sup> day of January, 2009 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 13<sup>th</sup> day of January, 2009 at about 4:00 p.m.

Order #1 Agenda #5

In the Matter of: Reorganization of the Board.

Nomination for Board President – DuPey nominates Allen to serve as President of the Board of Commissioners for 2009, Scheub seconded the nomination, with no other nominations being heard the nominations are closed, by unanimous consent Commissioner Allen is President of the Board of Commissioners for 2009. Motion passed 3-0.

Nomination for Board Vice President – Scheub nominated Commissioner DuPey for Vice President of Board of Commissioners, with no other nominations being heard the nominations are closed. With all in favor, Commissioner DuPey is now Vice President of the Board of Commissioners for the year 2009. Motion passed 3-0.

Order #2 Agenda #6A

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

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

Order #3 Agenda #6B-C

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

DuPey made a motion, seconded by Scheub, to approve the Additions – Item #11B – Request for Property Disposal from the Lake County Clerk; Item #11C – Request for Property Disposal from the Lake County Coroner; Item #11D – Request for Property Disposal from the Lake County Plan Commission; Item #41A – Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour; Item #42A – Contract between John E. Cavanaugh, M.D.,P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2009 in an amount not to exceed \$120,000.00, payable at the rate of \$10,000.00 per month; Item #56A – Service Agreement between Service Sanitation, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Fairgrounds for the year 2009; Item #56B – Service Agreement between Allied Waste Services and the Board of Commissioners of the County of Lake on behalf of the Lake County Fairgrounds for the year 2009; Item #63A – Quotation from Gough, Inc. for the Lake County Government Center, 1<sup>st</sup> Floor Cabinet Room in the amount of \$15,000.00, and ordered same to have a discussion added to the Final Agenda on the Northcote Avenue Bridge with regard to a letter and petition received. There are no deletions or corrections for this agenda. Motion passed 3-0.

Order #3 Agenda #6D-E

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

DuPey made a motion, seconded by Scheub, to approve the Final Agenda to be made a matter of public record and ordered same for the acceptance of certificate of service of meeting notice to be made a matter of public record as well. Motion passed 3-0.

Order #4 Agenda #7

In the Matter of Board of Commissioners of the County of Lake Resolution No. 09-01, Resolution establishing regular meeting dates for the year 2009.

Scheub made a motion, seconded by DuPey, to approve Resolution No. 09-01, Resolution establishing regular meeting dates for the year 2009. Motion passed 3-0.

Order #5 Agenda #8

In the Matter of Board of Commissioners of the County of Lake Resolution No. 09-02, Resolution establishing regular study session dates for the year 2009.

Scheub made a motion, seconded by DuPey, to approve Resolution No. 09-02, Resolution establishing regular study session dates for the year 2009, being that the Board will review the Agenda and notify only the proper people if there are questions that need to be answered at the study session otherwise, Officers Holders and Department Heads will not be invited for the study session unless it's something the Board feels that is pertinent to the tax payers. Motion passed 3-0.

Order #6 Agenda #9

In the Matter of Board of Commissioners of the County of Lake Resolution No. 09-03, Resolution establishing regular executive session dates for the year 2009.

Scheub made a motion, seconded by DuPey, to approve Resolution No. 09-03, Resolution establishing regular executive session dates for the year 2009.

Order #'s 4,5 & 6 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
RESOLUTION NO. 09-01  
RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE YEAR 2009

IN ACCORDANCE WITH I.C. 36-2-2-6 THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR MEETING DATES OF THE BOARD OF COMMISSIONERS WHICH MEETINGS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC MEETING DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2009 ARE AS FOLLOWS:

- |                              |                               |
|------------------------------|-------------------------------|
| WEDNESDAY, JANUARY 21, 2009  | WEDNESDAY, JULY 15, 2009      |
| WEDNESDAY, FEBRUARY 18, 2009 | WEDNESDAY, AUGUST 19, 2009    |
| WEDNESDAY, MARCH 18, 2009    | WEDNESDAY, SEPTEMBER 16, 2009 |
| WEDNESDAY, APRIL 15, 2009    | WEDNESDAY, OCTOBER 21, 2009   |
| WEDNESDAY, MAY 20, 2009      | WEDNESDAY, NOVEMBER 18, 2009  |
| WEDNESDAY, JUNE 17, 2009     | WEDNESDAY, DECEMBER 16, 2009  |

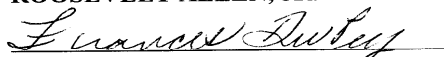
IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR MEETINGS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE REGULAR MEETING IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.

THIS RESOLUTION IS ENACTED THIS 21<sup>ST</sup> DAY OF JANUARY, 2009.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

  
ROOSEVELT ALLEN, JR.

  
FRANCES DUPEY

  
GERRY J. SCHEUB

ATTEST:  
  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
RESOLUTION NO. 09-02  
ESTABLISHING REGULAR STUDY SESSION DATES FOR THE YEAR 2009

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR STUDY SESSION DATES OF THE BOARD OF COMMISSIONERS WHICH STUDY SESSIONS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC STUDY SESSION DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2009 ARE AS FOLLOWS:

- |                              |                              |
|------------------------------|------------------------------|
| WEDNESDAY, JANUARY 14, 2009  | WEDNESDAY, JULY 8, 2009      |
| WEDNESDAY, FEBRUARY 11, 2009 | WEDNESDAY, AUGUST 12, 2009   |
| WEDNESDAY, MARCH 11, 2009    | WEDNESDAY, SEPTEMBER 9, 2009 |
| WEDNESDAY, APRIL 8, 2009     | WEDNESDAY, OCTOBER 14, 2009  |
| WEDNESDAY, MAY 13, 2009      | THURSDAY, NOVEMBER 12, 2009  |
| WEDNESDAY, JUNE 10, 2009     | WEDNESDAY, DECEMBER 9, 2009  |

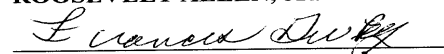
IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR STUDY SESSIONS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE STUDY SESSION IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.

THIS RESOLUTION IS ENACTED THIS 21<sup>ST</sup> DAY OF JANUARY, 2009.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

  
ROOSEVELT ALLEN, JR.

  
FRANCES DUPEY

  
GERRY J. SCHEUB

ATTEST:  
  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

Order #'s 4,5 &amp; 6 (cont'd)

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
RESOLUTION NO. 09-03  
ESTABLISHING REGULAR EXECUTIVE SESSION DATES FOR THE YEAR 2009**

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR EXECUTIVE SESSION DATES OF THE BOARD OF COMMISSIONERS WHICH EXECUTIVE SESSIONS SHALL BE HELD AT 12:00 P.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.**

**THE SPECIFIC EXECUTIVE SESSION DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2009 ARE AS FOLLOWS:**

WEDNESDAY, JANUARY 21, 2009  
WEDNESDAY, FEBRUARY 18, 2009  
WEDNESDAY, MARCH 18, 2009  
WEDNESDAY, APRIL 15, 2009  
WEDNESDAY, MAY 20, 2009  
WEDNESDAY, JUNE 17, 2009

WEDNESDAY, JULY 15, 2009  
WEDNESDAY, AUGUST 19, 2009  
WEDNESDAY, SEPTEMBER 16, 2009  
WEDNESDAY, OCTOBER 21, 2009  
WEDNESDAY, NOVEMBER 18, 2009  
WEDNESDAY, DECEMBER 16, 2009

**IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR EXECUTIVE SESSIONS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE EXECUTIVE SESSION IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.**


**IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.**

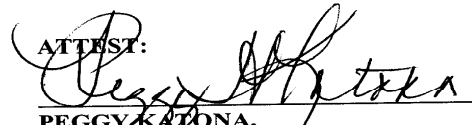
**THIS RESOLUTION IS ENACTED THIS 16<sup>TH</sup> DAY OF JANUARY, 2009.**

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

  
ROOSEVELT ALLEN, JR.

  
FRANCES DUPEY

  
GERRY J. SCHEUB

ATTEST:  
  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

Order #7 Consent Agenda Items

In the Matter of Consent Agenda Items (Items: 22A, 22B, 22C, 22D, 22E, 22F, 64A, 64B, 64C, 71 and 72A).

DuPey made a motion, seconded by Scheub, to approve the Items of the Consent Agenda (Items: 22A, 22B, 22C, 22D, 22E, 22F, 64A, 64B, 64C, 71 and 72A). Motion passed 3-0.

Order #7 Consent Agenda #22A-F

In the Matter of L C Highway – Certificates of Liability Insurance (Monroe Pest Control Co., Inc.; Century Tel, Inc.; Beam Longest & Neff, LLC; TLC Plumbing, Inc.; Sheehan Pipe Line Construction Company; CET Company, Inc.).

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance (Monroe Pest Control Co., Inc.; Century Tel, Inc.; Beam Longest & Neff, LLC; TLC Plumbing, Inc.; Sheehan Pipe Line Construction Company; CET Company, Inc.). Motion passed 3-0.

Order #7 Consent Agenda #64A-C

In the Matter of Officials Bonds: Roosevelt Allen, Jr., L.C. Commissioner; Margaret Katona – L.C. Auditor; David J. Pastrick – L.C. Coroner.

DuPey made a motion, seconded by Scheub, to approve and make a matter of public the Officials Bonds for Roosevelt Allen, Jr., L.C. Commissioner; Margaret Katona – L.C. Auditor; David J. Pastrick – L.C. Coroner. Motion passed 3-0.

Order #7 Consent Agenda #71

In the Matter of Vendor Qualification Affidavits.

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

ADAMS LOCKS  
EXECUTIVE CLEANING SRVS., INC.  
ARC PRODUCTS LLC  
GRAMTEL, INC.  
MADISON BAY CO.  
PUREPLAY LLC  
WSBT-TV, WSBT, INC.  
YAHOO! INC.

## Order #7 Consent Agenda #71 (cont'd)

GARY CHAMBER OF COMMERCE  
INTERNATIONAL INSTITUTE / LACASA  
CBI SYSTEMS, LTD  
PC MALL GOV, INC.

## Order #7 Consent Agenda #72A

In the Matter of Clerk's Branches Report for the months of April thru September 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 April - September, 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.

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

## Order #8 Agenda #10

In the Matter of L.C. Building Manager – Letter concerning monitoring service for the fire alarm systems located at the Lake County Government Center A, B, and C Buildings, Paramore Building, Westwind Manor, and the Lake County Juvenile Center.

Scheub made a motion, seconded by DuPey, to approve the letter from the Lake County Building Manager concerning monitoring service for the fire alarm systems located at the Lake County Government Center A, B, and C Buildings, Paramore Building, Westwind Manor, and the Lake County Juvenile Center, without Building C being included. Motion passed 3-0.

LAKE COUNTY BOARD  
OF COMMISSIONERS

ROOSEVELT ALLEN, JR.  
GERRY J. SCHEUB  
FRANCES DUPEY



Dan Ombac  
Building Superintendent

ENGINEERS OFFICE  
Lake County Government Center  
2293 North main Street  
Crown Point, Indiana 46307  
Phone (219) 755-3165  
Fax (219) 755-3832

© GCU 1049-M

November 29, 2008

**L. C. Board of Commissioners**

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

**Dear Commissioners:**

This letter is to inform you that I have been notified by Interstate Alarm, Inc. that they will no longer be able to provide the monitoring service for our fire alarm systems that are located at the Government Complex A, B and C buildings, Paramore Building, Westwind Manor and Juvenile Center, effective February 1, 2009.

Because time is of the essence, I contacted Mr. Robert Easton of ABC Alarm Company to provide the service.

To affect the monitoring service, Remote Digital Communicators are needed to install in conjunction with our fire alarm systems. The cost of the Remote Digital Communicators, including installation is \$3,425.00.

To complete the installation we also need Six (6) new dedicated telephone lines, one for each of the facilities. For this I am requesting that your office inform Tri-Electronics to install the new dedicated telephone lines immediately.

The monthly charge for the monitoring service is \$90.00 per month.

I am respectfully submitting Mr. Robert Easton's letter for your final approval.

If you have any questions concerning this matter please call me at (219) 746-9780.

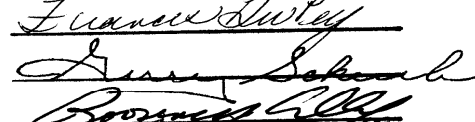
Respectfully,

  
Dan Ombac

DO/bh

Cc: John Dull

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
APPROVED THIS 21 DAY OF January 2009  
without Building C

## Order #9 Agenda #11A-D

In the Matter of L.C. Building Manager – Request for property disposal for L C Auditor, L C Clerk, L C Coroner and L C Plan Commission.

Scheub made a motion, seconded by DuPey, to approve the Request for property disposal from the following departments: L C Auditor, L C Clerk, L C Coroner and L C Plan Commission. Motion passed 3-0.

## Order #10 Agenda #12

In the Matter of L.C. Highway – Rejection of Bid received late from American Timber Bridge.

DuPey made a motion, seconded by Allen, to reject the unopened bid, from American Timber Bridge, received on December 18, 2008, being due on December 17, 2008. Motion passed 2-0, Scheub away.

## Order #11 Agenda #13A

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

The Board having previously taken the bids under advisement, does hereby award the contract to Vulcan Construction Materials, L.P., 9331 W 205<sup>TH</sup> Avenue, Lowell, IN 46356 for Aggregate (Limestone) Picked Up for the year 2009 upon a motion by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 2-0, Scheub away.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Aggregate (Limestone) Picked Up for the year 2009 for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

VULCAN CONSTRUCTION MATERIALS W/ WESTERN SURETY CO. in the amount of \$50,000.00 is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for AGGREGATE (LIMESTONE) PICKED UP FOR THE YEAR 2009 FOR THE LAKE CO. HIGHWAY FOR \$609,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: January 21, 2009

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

VULCAN CONSTRUCTION MATERIALS

## Order #11 Agenda #13B

In the Matter of L.C. Highway Department – Back-Fill Material “B” Borrow Picked Up for the year 2009.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Department to approve Vulcan Construction with \$6,000.00 for the Back-Fill Material “B” Borrow Picked Up for the year 2009. Motion passed 2-0, Scheub away.

Letter of Recommendation:

January 21, 2009

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

ATTN: Gerry Scheub, President

RE: Recommendations – 2009 Proposals

Dear Mr. President

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder, which has met our specifications for the following proposals. We have indicated by an asterisk and bold print the bidder we are recommending.

1. **AGGREGATE (LIMESTONE) PICKED-UP**  
(SOLE BID)

* <b>Vulcan Construction Materials, L.P.</b>	<b>\$609,000.00</b>
<b>9331 West 205<sup>th</sup> Avenue</b>	
<b>Lowell, IN 46356</b>	

2. **BACKFILL “B” BORROW (PICKED UP)**  
(SOLE BID)

* <b>Vulcan Construction Materials, L.P.</b>	<b>\$6,000.00</b>
<b>9331 West 205<sup>th</sup> Avenue</b>	
<b>Lowell, IN 46356</b>	

We are recommending the acceptance of the above mentioned bids.

Respectfully,

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Roosevelt Allen, Jr.

Marcus W. Malczewski, Superintendent  
Lake County Highway Department  
MWM/spz

APPROVED THIS 21<sup>ST</sup> DAY OF January 2009

Cc: Jill A. Stochel, Assistant Superintendent  
2009 Proposal File

## Order #12 Agenda #14

In the Matter of L C Highway – Proposals – Certified Public Accountant Services for the year 2009.

This being the day, time, and place for the receiving of bids for Certified Public Accountant Services for the year 2009 for the L C Highway, the following proposals were received:

Terrence J. Bronowski	\$40.00/hr
Whittaker & Company	\$80.00/hr - max \$12,000.00

## Order #12 Agenda #14 (cont'd)

DuPey made a motion, seconded by Scheub, to accept the recommendation of the Highway Department to award Terrence Bronowski, 8000 Utah Street, Merrillville, Indiana, 46410 the proposal for Certified Public Accountant Services for the L C Highway for the year 2009, being the low bidder. Motion passed 3-0.

## Order #13 Agenda #15 A-D

In the Matter of SPECIFICATIONS; L C Highway – Bituminous Materials and Surface Milling (Delivered and Applied), Bituminous Materials and Surface Milling (Picked Up), Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), and Chip and Seal for the year 2009.

DuPey made a motion, seconded by Scheub, to approve the Highway Department's Specifications for Bituminous Materials and Surface Milling (Delivered and Applied), Bituminous Materials and Surface Milling (Picked Up), Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), and Chip and Seal for the year 2009 with bids to be returned by Wednesday, February 18, 2009 at 9:30 a.m. Motion passed 3-0.

## Order #14 Agenda #16

In the Matter of L C Highway – Offer from American Timber Bridge to extend their 2008 Bid for Treated Timber Bridge Materials through the year 2009 at the 2008 rates.

DuPey made a motion, seconded by Scheub, to approve the extension offer from American Timber Bridge to extend their 2008 Bid for Treated Timber Bridge Materials through the year 2009 at the 2008 rates with the L C Highway Department. Motion passed 3-0.

## Order #15 Agenda #17

In the Matter of L C Highway – Amendment No. 2 to the agreement entered into between American Structurepoint, Inc. and the Board of Commissioners on September 13, 2006 for twenty-four (24) bridges at \$480.00 per bridge for a total of \$11,520.00. Eighty (80%) percent to be paid by FHWA through INDOT equaling \$9,216.00, and Twenty (20%) percent to be paid by the County equaling \$2,304.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Amendment No. 2 to the agreement entered into between American Structurepoint, Inc. and the Board of Commissioners on September 13, 2006 for twenty-four (24) bridges at \$480.00 per bridge for a total of \$11,520.00. Eighty (80%) percent to be paid by FHWA through INDOT equaling \$9,216.00, and Twenty (20%) percent to be paid by the County equaling \$2,304.00. Motion passed 3-0.

**AMENDMENT NO. 2**

This Amendment is made and entered into by and between Lake County, Indiana, acting by and through its Board of Commissioners, hereinafter referred to as the LOCAL PUBLIC AGENCY, and American Structurepoint, Inc., formerly known as American Consulting, Inc., hereinafter referred to as the CONSULTANT.

**WITNESSETH**

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on September 13, 2006, enter into an agreement inspection of Lake County bridges in 2006 and 2008; and on November 21, 2007, enter into Amendment No. 1 for additional bridge inspection services; and

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to provide emergency bridge inspection services; and

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement said Agreement.

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

1. Paragraph E is added to the Scope section of Appendix "A" as follows.
  - E. The CONSULTANT shall re-inspect all bridges that were flooded and overtopped in Lake County during the summer of 2008. A visual inspection of the top of bridge deck shall be done to determine whether the bridge can safely be opened up to traffic after the water has receded from the deck. After all flood waters have gone down to the normal levels, the underside of the deck and substructure shall be inspected to determine whether they were damaged in the flood. The CONSULTANT shall inform the LPA of any structural damage found and propose a solution to correct the problem.
2. Appendix "D" Section A.1 is changed to read as follows (revisions appear in **bold** font).
  1. The CONSULTANT shall be paid for the work Performed under this agreement the total fee not to exceed **\$274,040** participating unless a modification of the agreement is approved in writing by the LPA and INDOT.
3. Appendix "D" Section A.1.c is added to read as follows.
  - c. For services rendered in connection with the work as set forth in the Appendix "A" Scope, paragraph E, the CONSULTANT shall receive a lump-sum fee of \$11,520.

Order #15 Agenda #17 (cont'd)

4. Appendix "D" Section A.2.c is added to read as follows.

c. Emergency Inspections

No. of Bridges	24
Cost/Bridge	\$480
Fee	\$11,520

- 5. ENGINEER shall be compensated for services performed under this Amendment No. 2 as specified in Section IV of the Prime Agreement.
- 6. The total amount of compensation under the Prime Agreement and Amendments No. 1 and No. 2 shall not exceed \$274,040.
- 7. Except as modified, changed and supplemented, all terms of the Agreement shall continue in full force and effect.
- 8. This Amendment No. 2 is effective on the date of execution by the latest required signature.

IN TESTIMONY WHEREOF, the parties hereto have executed this Amendment.

**CONSULTANT**

American Structurepoint, Inc.

By: Willis R. Connel, President

By: Gregory L. Henneke, Exec. Vice President

Date: December 1, 2008

**LOCAL PUBLIC AGENCY**

Lake County Board of Commissioners

By: Roosevelt Allen Jr., District 1 Commissioner

By: Gerry J. Scheub, District 2 Commissioner

By: Frances L. DuPey, District 3 Commissioner

Attest: Peggy H. Ratona, Auditor

Date: January 21, 2009

Approved as to form and legality:  
William C. Jones

Order #16 Agenda #18

In the Matter of L C Highway – Contract with International Testing Incorporated for drug and alcohol testing services for the year 2009.

DuPey made a motion, seconded by Scheub, to approve the Contract with International Testing Incorporated for drug and alcohol testing services for the year 2009 on behalf of the L C Highway Department, (apprx. \$8,000.00/year). Motion passed 3-0. (page slightly eligible "see file" for copy)

Order #17 Agenda #19

In the Matter of L C Highway – Telephone Equipment Maintenance Agreement between Tri-Electronics, Inc. and Board of Commissioners, County of Lake for the year 2009 in an amount not to exceed \$1,956.00, payable quarterly in the amount of \$489.00 per quarter.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Telephone Equipment Maintenance Agreement between Tri-Electronics, Inc. and Board of Commissioners, County of Lake for the year 2009 in an amount not to exceed \$1,956.00, payable quarterly in the amount of \$489.00 per quarter. Motion passed 3-0. ("see file" for copy)

Order #18 Agenda #20

In the Matter of L C Highway – Service Agreement between McDaniel Fire Systems and Board of Commissioners, County of Lake for the period of January 1, 2009 to December 31, 2011 for the fire alarm system testing and inspection, smoke detector cleaning and sensitivity testing, emergency services, special provisions, and other: Fire extinguisher inspection and monitoring for the Crown Point Garage totaling \$3,537.00 for 2009 which is a one time wiring and hook-up fee for the monitoring system in the amount of \$1,970.00 and annual service fee of \$1,567.00, 2010 total \$1,567.00 and 2011 total \$1,567.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Service Agreement between McDaniel Fire Systems and Board of Commissioners, County of Lake for the period of January 1, 2009 to December 31, 2011 for the fire alarm system testing and inspection, smoke detector cleaning and sensitivity testing, emergency services, special provisions, and other: Fire extinguisher inspection and monitoring for the Crown Point Garage totaling \$3,537.00 for 2009 which is a one time wiring and hook-up fee for the monitoring system in the amount of \$1,970.00 and annual service fee of \$1,567.00, 2010 total \$1,567.00 and 2011 total \$1,567.00. Motion passed 3-0.

Order #18 Agenda #20 (cont'd)

Service Agreement No. Page 8 of 8

C.P.



Acknowledgement and Acceptance Proposal No. 1327, dated December 12, 2008.

Period of Performance: The service(s) described in this Agreement shall begin at 12:01 AM on January 1, 2009 and shall continue for a period of 3 (1, 3, 5) years, as accepted below, from this date. Services invoiced on an annual basis based on acceptance date.

This proposal and the pages attached shall become an Agreement only upon signature below by MFS and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on MFS unless made in writing and signed by an authorized representative of MFS. This proposal shall remain valid for a period of thirty (30) days from the proposal date.

MFS shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date.

Service Agreement Pricing for Lake Co. Hwy Dept., Crown Point, IN

Annual Agreement Investment

Annual Investment: \$1,592.00 plus applicable taxes.

Acceptance: \_\_\_\_\_

Multi-Year Agreement Investment

If Multi-Year Agreement Option is selected, a review and/or adjustment of pricing will be conducted at the end of the selected agreement term.

Three-Year Pricing Option: 2009-2010-2011

Annual Investment: \$1,567.00 plus applicable taxes.

Acceptance: [Signature] 1.8.2009

Five Year Pricing Option: 2009 - 2010 - 2011 - 2012 - 2013

Annual Investment: \$1,542.00 plus applicable taxes.

Acceptance: [Signature]

CUSTOMER Acknowledgement and Acceptance: For period of performance as indicated in Service Agreement Pricing above:

Signature: [Signature] Duane A. Alverson, P.E. Engineer Date: 1/8/2009

Only fully executed after authorized signature from: [Signature] Eric Wallenius MFS Service Manager Date: 1/7/2009

CUSTOMER P.O. # CUSTOMER Tax Exempt: Yes No If yes, number:

Please submit purchase order and/or tax exemption documentation with authorized service agreement.

Billing address: (if different than CUSTOMER)

[Signatures: Francis DuPey, [Signature], Harry Scheub]

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Order #19 Agenda #21

In the Matter of L C Highway – County Utility agreement with AT&T-Indiana for buried telephone facilities UT 7243593 located at Truman Street & West 156<sup>th</sup> Court, Lowell.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – County Utility agreement with AT&T-Indiana for buried telephone facilities UT 7243593 located at Truman Street & West 156<sup>th</sup> Court, Lowell.



Order #19 Agenda #21 (cont'd)

12-12-08  
LWS

**COUNTY UTILITY AGREEMENT**

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and AT&T-Indiana (Utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of buried telephone facilities (see attached drawing). UT 7243593.

located at Truman St & W 156th Ct, Lowell.

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  
Date of Signature 12/10/2008

BOARD OF COMMISSIONERS OF  
LAKE COUNTY, INDIANA  
[Signature]  
Member

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

[Signature]  
Member  
[Signature]  
Member

ATTEST: [Signature]  
Lake County Auditor

## Order #20 Agenda #23

In the Matter of L C Sheriff – Dentist contract with Daniel M. Bade, D.D.S. and Board of Commissioners, County of Lake, for the year 2009 in an amount not to exceed \$35,000.00, to be paid monthly in the amount of \$2,916.67.

Scheub made a motion, seconded by DuPey, to approve the contract renewal with Daniel M. Bade, D.D.S., on behalf of the Lake County Sheriff, for the year 2009 in an amount not to exceed \$35,000.00, to be paid monthly in the amount of \$2,916.67. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #20 Agenda #24

In the Matter of L C Sheriff – Consulting Contract with Veronica M. Gonzalez and Board of Commissioners, County of Lake, for Attorney Services with regard to Jail Pharmaceutical, Food Service Contracts and Disciplinary Cases before the Sheriff's Merit Board for the year 2009 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the contract renewal with Veronica M. Gonzalez, on behalf of the Lake County Sheriff, for Attorney Services with regard to Jail Pharmaceutical, Food Service Contracts and Disciplinary Cases before the Sheriff's Merit Board for the year 2009 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #20 Agenda #25

In the Matter of L C Sheriff – Contract with Rodolfo I. Jao, M.D. for the year 2009 in an amount not to exceed \$40,000.00 at the rate of \$3,333.00 per month.

Scheub made a motion, seconded by DuPey, to approve the contract renewal with Rodolfo I. Jao, M.D., on behalf of the Lake County Sheriff, for the year 2009 in an amount not to exceed \$40,000.00 at the rate of \$3,333.00 per month, an increase from 2008 as Dr. Jao has been given more responsibility in terms of airborne infections in the L C Jail. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #20 Agenda #26

In the Matter of L C Sheriff – Consulting Contract with A. James Sarkisian for Attorney Services to review foreclosure process and fifty deeds per month, bankruptcy issues, provide legal counsel during the day of the Sheriff's sale, provide legal counsel for various issues pertaining to orders of Sheriff's Sale throughout the month in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the contract renewal with A. James Sarkisian, on behalf of the Lake County Sheriff, for Attorney Services to review foreclosure process and fifty deeds per month, bankruptcy issues, provide legal counsel during the day of the Sheriff's sale, provide legal counsel for various issues pertaining to orders of Sheriff's Sale throughout the month in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #21 Agenda #27

In the Matter of L C Sheriff – Public Hearing on a proposed Lease between Griffith Aviation, Inc. and the Board of Commissioners, County of Lake, for the year 2009 in the amount of \$22,800.00, payable monthly in the amount of \$1,900.00.

Public Hearing open - on a proposed Lease between Griffith Aviation, Inc. and the Board of Commissioners, County of Lake, on behalf of the Lake County Sheriff, for the year 2009 in the amount of \$22,800.00, payable monthly in the amount of \$1,900.00.

Public Hearing closed – With no one having come forward to speak for or against the proposed Lease, the Lake County Sheriff requests the Boards' approval.

Scheub made a motion, seconded by DuPey, to approve the Lease, on behalf of the Lake County Sheriff, with Griffith Aviation, Inc. for the year 2009 in the amount of \$22,800.00, payable monthly in the amount of \$1,900.00. Motion passed 3-0.

## Order #21 Agenda #27 (cont'd)

OFFICE AND HANGAR LEASE

Agreement made this 21<sup>st</sup> day of January, 20 09, between Griffith Aviation, Inc., hereinafter called Lessor, and the Board of Commissioners of the County of Lake, hereinafter called Lessee; Witnesseth:

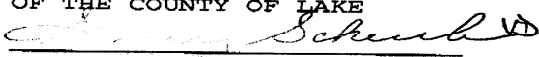
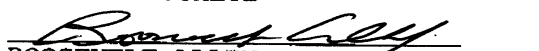
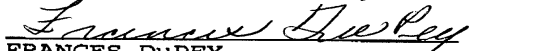

The Lessor, for and in consideration of the rents and covenants hereinafter mentioned on the part of the Lessee to be paid and performed has let and leased and by these presents does here let and lease to the Lessee certain undefined hangar space in the Lessor's Hangar (the "Premises") located at the Griffith Airport, Griffith, Indiana, to be used and occupied by the Lessee in connection with or incidental to the storage of the following aircraft: **Helicopters, tools and equipment or any other aircraft owned and operated by the Lessee for which the Lessee has obtained the written consent of the Lessor to store in said Premises.**


1. **Term:** The term of this Lease shall be from the 1st day of January, 2009 through the 31st day of December, 2009, unless terminated sooner by the Lessee, in which case a minimum thirty (30) day termination notice must be given.
  2. **Rent:** The Lessee shall pay to the Lessor as rent for said Premises, the sum of One Thousand Nine Hundred Dollars (\$1,900.00) per month for each month of occupancy.
  3. **Compliance with Rules and Regulations:** The Lessee shall abide by all rules and regulations of the Federal Aviation Agency, the State of Indiana, the Town of Griffith, the Airport Authority and of any other duly constituted public authority having jurisdiction.
  4. **Conditions of Premises:** The Lessee shall accept the Premises in its present condition on an as is basis, without any liability or obligation on the part of the lessor to make any alterations, improvements or repairs of any kind on or about said Premises. In addition, the Lessor hereby disclaims, and Lessee accepts such disclaimer, of any warranty, either express or implied, of the condition or fitness for use of the tie down rings, ropes or chains used to secure the subject aircraft, and the Lessee assumes full responsibility to furnish any equipment necessary to secure the subject aircraft properly.
  5. **Alterations and Repairs:** The Lessee covenants and agrees not to install any fixtures or make any alterations, additions, or improvements in the Premises except with the written approval of the Lessor. The Lessee covenants and agrees to repair at its own expense, any damages it causes to the Premises as a result of its operations.
- 1
6. **Utilities and Maintenance:** The Lessor agrees to provide light, water, electricity and normal building maintenance without additional cost to the Lessee. The Lessee agrees to keep the Premises clean and free of debris at all times.
  7. **Assignment and Subletting:** The Lessee shall not assign, sublet or furnish to any person said Premises or any part thereof for any purpose without the written consent of the Lessor.
  8. **Casualty and other Losses:** The Lessee covenants and agrees that he will not hold the Lessor or any of its agents or employees responsible for any loss as a result of fire, theft, rain, windstorm, hail or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to the subject aircraft or other property of the Lessee that may be located or stored on the Premises; and the Lessee agrees that the subject aircraft and any other property are to be stored on the Premises at the Lessee's risk. In addition, the Lessor shall not be liable for any damages arising from personal injuries sustained by the Lessee, its employees, agents or invitees on or about the premises of the lessor for any cause whatsoever. The Lessor assumes no liability for any such damage or injury which may occur and the Lessor and employees or agents from any and all claims, demands, damages, rights of action, present or future, which occur during the Lessee's use or intended use of said Premises or any part thereof.
  9. **Indemnification and Insurance:** The Lessee agrees to indemnify, defend and save the Lessor, its agents or employees, harmless from and against any and all claims, demands, liability and expense arising directly or indirectly out of acts or omissions of the Lessee, its agents, employees or invitees which result from the use or intended use of said Premises or any part thereof by such persons. Lessee agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the subject aircraft or other property and against liability for personal injury or death arising from acts or omissions of lessee, its agents and employees. Such policy shall contain a provision whereby Lessee's insure any rights of subrogation against Lessor, its agents or employees and providing Lessor with at least ten (10) days prior written notice of any cancellation.
  10. **Access to subject Aircraft:** It is understood that only the below listed agents or representatives of Lessee shall be individually authorized to have access to rely on their authority until written notice of any changes from Lessee.

Order #21 Agenda #27 (cont'd)

- 11. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- 12. **Successors Bound:** The covenants and agreements contained herein shall insure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors or assigns.
- 13. **Information Availability.**
  - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
- 14. **Notices:** Any notices required by this lease shall be in writing and shall be deemed to have been given when personally delivered, or when deposited in the U.S. Mail, postage prepaid, if sent by certified mail and addressed as follows:
  - IF TO LESSOR: GRIFFITH AVIATION, INC.  
1705 EAST MAIN STREET  
GRIFFITH, IN 46319
  - IF TO LESSEE: THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
LAKE COUNTY GOVERNMENT CENTER  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307

or to such addresses as may be designed in the aforesaid manner.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
  
 GERRY J. SCHEUB  
  
 ROOSEVELT ALLEN, JR.  
  
 FRANCES DUPEY  
 ATTEST:  
  
 PEGGY KATONA,  
 LAKE COUNTY AUDITOR

X   
 PAUL GOLDSMITH, PRESIDENT  
 GRIFFITH AVIATION, INC.

## Order #22 Agenda #28

In the Matter of L C Surveyor – Agreement with DLZ Indiana, LLC for Geographic Information System (GIS) development for the year 2009 in an amount not to exceed \$186,350.00.

Scheub made a motion, seconded by DuPey, to approve the Agreement with DLZ Indiana, LLC, on behalf of the L C Surveyor, for Geographic Information System (GIS) development for the year 2009 in an amount not to exceed \$186,350.00. Motion passed 3-0.



January 5, 2009

Mr. George Van Til  
Lake County Surveyor  
Lake County Government Center  
2293 North Main Street  
Crown Point, Indiana 46307

Re: Consulting Services Letter Agreement  
Year 2009 GIS  
Lake County, Indiana

Dear Mr. Van Til

DLZ Indiana, LLC (DLZ) is pleased to present this Letter Agreement to Lake County (OWNER) for work associated with the Year 2009 Geographic Information System (GIS) development. This Letter Agreement was prepared based upon previous discussions with the Lake County staff and our prior experience with the project.

**Scope of Work**

DLZ proposes to provide GIS services to the OWNER in the following work tasks:

I. Single Point Addressing

Year 2008 GIS efforts involved the assignment of point addresses to all developed single family residential properties (Lake County property codes 500 through 542, and, property code 599). Year 2009 efforts will include the assignment of point addresses for the following categories:

- 1) Developed multiple residential, non-residential agricultural and commercial property codes (estimated 15,887 properties)
- 2) Developed Government and Tax Exempt, Industrial and Utility (Local and State) property codes (estimated 22,755 properties).

DLZ will make use of the County Auditor's data that will be linked to the OWNER's Parcel shapefile/geodatabase in the GIS to match as many parcel addresses as possible. The Auditor's database has both the owner address and actual parcel address associated with this database. DLZ will then use a relate link with one-to-one or one-to-many theme, depending on the data. Once the databases are linked, selected features will be exported into another shapefile/geodatabase and create a Point

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January 5, 2009

Mr. George Van Til  
Lake County Surveyor

Re: Consulting Services Letter Agreement  
Year 2009 GIS  
Lake County, Indiana

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shapefile/geodatabase using a Point-In-Polygon conversion. Those records without a relate link or point in the polygon will require further investigation by DLZ either by examination of OWNER's in-house records and/or field verification. In-house records include finding a connection to the parcel by going through the plat books (i.e., key or parcel id). If the key/parcel is found but no address is determined, then a field investigation may be required. Field investigation would involve visitation to the address locations to verify the existence and correct address. In many cases, there will be parcels that do not have an address associated with the parcel (i.e., undeveloped parcels or errors in the Auditor's database). Addresses will not be assigned to these parcels. Once the Point is corrected, the point location will be moved according to the location of the structure.

Properties that do not have property codes and/or addresses assigned are not included in the scope of work contained in this Letter Agreement.

II. Street Centerline Updates (As Required)

DLZ will update the OWNER's existing street centerline mapping and database, as required on an hourly rate basis, to reflect the addition of new streets and address ranges since the last update. These as-required services would be generated on a case by case assignment provided by the Lake County Surveyor to DLZ.

III. GIS Zoning Layers

DLZ will continue the GIS zoning classification in the southern part of Lake County described as the entire unincorporated areas of West Creek, Cedar Creek and Eagle Creek Townships and the southeast portion of Winfield Township. DLZ will use the Lake County Planning Department's zoning classifications and codes inputting this information into the GIS database. Zoning will be coded on a per parcel basis.

IV. As Needed GIS Services (As Required)

DLZ will provide As-Needed GIS Services to the Lake County Surveyor on an hourly rate basis for a fee not to exceed that stated in the *Compensation and Terms* section of this Letter Agreement. These as-required services would be generated on a case by case assignment provided by the Lake County Surveyor to DLZ.

## Order #22 Agenda #28 (cont'd)



January 5, 2009

Mr. George Van Til  
Lake County Surveyor

Re: Consulting Services Letter Agreement  
Year 2009 GIS  
Lake County, Indiana

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**Access to Information**

While DLZ will be responsible for data collection activities, DLZ, with the assistance of the County Surveyor, will seek the cooperation of Lake County governmental departments of the OWNER in gaining access to necessary information. The OWNER will be responsible for allowing DLZ access to all land record information needed for this project.

**Delivery Format**

The CONSULTANT will deliver the Point Address, Street Centerline and Zoning databases either an ESRI Shapefile or Geodatabase format.

**Schedule**

All work by DLZ under this Letter Agreement shall be completed and delivered to the County Surveyor on behalf of the OWNER based upon the following schedules following receipt of a notice to proceed from the County Surveyor on behalf of the OWNER:

- I. Single Point Addressing  
The Single Point Addressing will be completed within ten (10) months.
- II. Street Centerline Update (As Required)  
Completed in calendar year 2009. Street Centerline Updates will be provided when so directed by the County Surveyor, on an hourly rate basis not to exceed the maximum fee for this item in the *Compensation and Terms* section of this Letter Agreement.
- III. GIS Zoning Layers  
The GIS Zoning Layers will be completed within 6 months.
- IV. As-Needed GIS Services (As Required)  
Completed in calendar year 2009. As-needed GIS Services will be provided when so directed by the County Surveyor, on an hourly rate basis not to exceed the maximum fee for this item in the *Compensation and Terms* section of this Letter Agreement.



January 5, 2009

Mr. George Van Til  
Lake County Surveyor

Re: Consulting Services Letter Agreement  
Year 2009 GIS  
Lake County, Indiana

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All of the above schedules are based on the assumption that all data required for successful completion of the project is made available to DLZ by the OWNER on a timely basis, including orthophotography for the entire county, databases (e.g., GIS parcel data, auditor parcel data, etc.) and approved subdivision drawings in digital format (i.e., AutoCad). In the event that there is a delay in the creation and delivery of the OWNER furnished data, the period of time associated to the delay will be added to the respective projected completion dates above.

**Compensation and Terms**

The fee for services is based upon the following schedules:

	<b>Work Tasks</b>	<b>Amount</b>
I.	Single Point Addressing	\$130,000.00
II.	Street Centerline Update, As Required	\$15,000.00
III.	GIS Zoning Layers	\$26,350.00
IV.	As Needed GIS Services, As Required	\$15,000.00
<b>Total</b>		<b>\$186,350.00</b>

DLZ will be compensated on a lump sum basis for Work Tasks I. and III. DLZ will be compensated on an hourly rate basis for Work Tasks II. and IV. as per the attached 2009 DLZ Standard Fee Structure (Attachment A). Invoicing will be monthly and represent percentage complete of lump sum Work Tasks and actual hours used for hourly rate Work Tasks.

The Standard Terms and Conditions, included as an attachment, are incorporated here into and made part of this Letter Agreement. The Owner referred to in the Standard Terms and Conditions (Attachment B) means Lake County, Indiana.

Order #22 Agenda #28 (cont'd)



January 5, 2009

Mr. George Van Til  
Lake County Surveyor

Re: Consulting Services Letter Agreement  
Year 2009 GIS  
Lake County, Indiana

Page 5

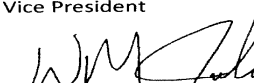
**Acceptance**

DLZ is looks forward to the prospect of working with Lake County on this project. We sincerely trust that this Letter Agreement meets with your approval and acceptance. If so, please sign, date and return one (1) copy of this Letter Agreement to our office for our records. Receipt of a signed agreement will serve as our notice to proceed.

AGREED AND ACCEPTED:

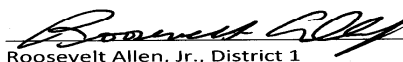
**DLZ INDIANA, LLC**

  
\_\_\_\_\_  
Brian L. Glaze, P.E.  
Vice President

  
\_\_\_\_\_  
W. Michael Jabo  
Division Manager, NW Indiana

Encl: Attachment A, DLZ 2009 Standard Fee Structure  
Attachment B, Standard Terms and Conditions

**LAKE COUNTY  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Roosevelt Allen, Jr., District 1

  
\_\_\_\_\_  
Gerry J. Scheub, District 2

  
\_\_\_\_\_  
Frances L. DuPey, District 3

Order #23 Agenda #29

In the Matter of L C Surveyor – Contract Agreement with The Sidwell Company for Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services for the year 2009 in an amount not to exceed \$435,451.00.

Scheub made a motion, seconded by DuPey, to approve the Contract Agreement with The Sidwell Company, on behalf of the L C Surveyor, with recommendation from the L C Council, for Geographic Information Systems, Aerial Photography, Cadastral Mapping, and Web Site Provision Services for the year 2009 in an amount not to exceed \$435,451.00. Motion passed 3-0.



**Contract Agreement**

THIS AGREEMENT entered into this 21st day of January, 2009 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, a government entity, hereinafter called "the County," party of the second part, on behalf of THE OFFICE OF THE LAKE COUNTY SURVEYOR and in cooperation with THE OFFICE OF THE LAKE COUNTY AUDITOR and THE OFFICE OF THE LAKE COUNTY ASSESSOR.

The term of this contract is from January 21, 2009 to December 31, 2009.

**WITNESSETH:**

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

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

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

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



## Order #23 Agenda #29 (cont'd)

**Executive Summary**

The Lake County GIS parcel map database, with the State-compliant 18-digit parcel numbers for 260,000 parcels, has been delivered, installed, and is being maintained by Lake County staff. This milestone, 5 years in the making, was achieved through continued diligence to achieve this goal, commitment and support by the Office of the Lake County Surveyor, Lake County Commissioners, Lake County Council, and dedicated staff.

This GIS services contract will continue the process of implementation of the GIS Project throughout Lake County Offices and Departments. The GIS services will address the GIS needs and potential uses in the following Offices: County Assessor, Treasurer, Planning, Highway, Parks, and Surveyor. The County Commissioners and Auditor will also benefit through some of the planned services.



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**Technical GIS Services****OFFICE OF THE LAKE COUNTY SURVEYOR****1. Continue Premium Support Service with VPN Connectivity to Sidwell**

Sidwell will continue to provide premium technical support to Lake County and a virtual private network (VPN) connection to support Lake County's GIS Project. This service will provide the additional support needed for effective implementation of GIS. The scope of this service includes:

- "Remote Access" to fix problems.
    - GoToMyPC / ASAP / Remote Desktop / Etc.
  - Access to online FORUM/Answer Center.
  - A client number to identify Lake County's "Premium" support level.
  - Priority Call-Back.
  - One free "GDB Check Up" per year.
    - Geometry Check and Repair.
    - Topology Check and Report (NO REPAIR).
    - Anno & Carto Sub-Type Checking and Reporting.
  - Two days of "On Site" time. (Per Client not Per License)
    - Structured training.
    - Hands On maintenance training.
    - SDE Maintenance and Tuning.
  - Free Maintenance Update uploads.
  - Step-by-step assistance working through difficult mapping scenarios.
    - Curvilinear Plats, etc.
  - Step-by-step walk through of software upgrades.
  - Support for issues with ESRI software that are not Parcel Builder™ related.
    - Sidwell staff will make every reasonable effort to solve any such problems that may arise, but are not able to guarantee resolution.
  - Database "tuning":
    - Indexing/Compaction/Troubleshooting.
  - MXD design assistance:
    - Complex Labeling and Symbolology schemes, etc.
  - Map Plotter MXT design assistance:
    - Advanced field to attribute linking, etc.
  - Step-by-step assistance Joining/Relating to Tax/CAMA data.
  - Advanced Thematic Mapping support.
  - Guaranteed Response Time: Less than 2 Business Hours.
- Price: \$10,500.00



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## Order #23 Agenda #29 (cont'd)

**2. Continue Parcel Builder Software Maintenance**

The Lake County Surveyor's office and the Lake County Auditor's office currently have Sidwell's Parcel Builder Software as part of the GIS Project. Parcel Builder Software maintenance includes help desk support, software updates, and any software fixes. Maintenance for the 5-pack suite of Parcel Builder software is an annual expense.

- Price: \$7,791.00

**3. GIS Training and Professional Services**

Providing for ongoing training for a GIS project is important to stay current with new releases of software products in use at Lake County. Sidwell will provide 10 days of on-site training typically in blocks of 2 to 3 days at a time. Training will enhance the skills of current GIS users and introduce new GIS users to a variety of GIS software products in use at Lake County. Training sessions will be provided, but are not limited to, the release of new software versions, to acquire new skills with current software products, for staff cross-training, to fulfill new responsibilities, projects, or assignments.

Professional services many include customized programming, customized workflow creation, model building, special mapping projects, etc. The 10 days will be viewed as a block of time that Lake County can use flexibly to address the most important needs of their staff.

- Price: \$29,750.00

**4. Upgrade GIS Website**

The present GIS website, which is based on ESRI's ArcIMS® software and PHP/AJAX technology, will be upgraded and moved to utilize ESRI's ArcGIS Server technology. Sidwell will add functionality to this environment such as a buffer tool, radius, and markup tools. New GIS data layers will be added such as Commissioner Districts, Council Districts, Voting Districts, Zoning, Soils, etc.

The GIS website can also be structured to offer web feature services which will allow others to access and download Lake County GIS data layers with an appropriate login and password. A web feature service website will allow Lake County to deliver GIS data to partners such as the Indiana Department of Homeland Security, IndianaMap, municipalities, and others. The Lake County GIS Director will administer the website login and password assignments.

Sidwell will continue to host the GIS website for a yearly fee of \$6,000 (\$500/month). Hosting of the present GIS website was complimentary for one year.

- Price: \$39,560.00

**5. Compilation of 2-Foot Contours**

Sidwell will continue to compile 2-foot contours from aerial photography that was acquired under a separate contract in December 2008. Contour mapping is being compiled for an area in Lake County that has undergone significant change and development since the

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past contour mapping project in 1998. The area includes all of Township 35N and the northern two-thirds of Township 34N across Lake County from west to east. This area covers a swath across the center of Lake County. The entire project area includes 160 square miles. This contract item will complete 65 square miles.

- Price: \$110,000.00

**OFFICE OF THE LAKE COUNTY ASSESSOR****6. Complete FARMS™ Project**

Sidwell will complete the FARMS™ portion of the GIS project which includes creation of tables to define soil types and agricultural land use types, tables to establish valuations per soil and agricultural land use, the overlay of the parcel, soils, and agricultural land use layers, calculation of agricultural acreages from the overlay process, validation of calculated data, creation of the agricultural parcels database, and production of the agricultural parcel report. The completed database will be installed in the Lake County Assessor's Office along with the FARMS software. Sidwell will train Assessor's staff to resolve any data discrepancies, maintain and update the FARMS database, and extract and input FARMS acreage calculations into the Assessor's CAMA system.

- Price: \$40,000.00

**OFFICE OF THE LAKE COUNTY TREASURER****7. GIS to Support Tax Sales**

Sidwell will consult with the Lake County Treasurer, and additionally the Auditor and Commissioners, to design and implement a GIS desktop user interface to support tax sale processes in Lake County. The tax sale program is envisioned to include the ability to input parcel numbers in single or batch mode to identify and select parcels to be included in a tax sale. Users will also be able to reject parcels from inclusion in a tax sale. Rejected parcels will be tracked in a database with information pertinent to rejection. Users will be able to generate printed maps of individual tax sale parcels with appropriate tax system data such as legal description, owner, taxes owed. Users will also have the ability to generate a map book of all tax sale parcels with appropriate tax system data. Users will be able to save generated tax sale maps allowing them to send via email. The tax sale program will also support generation and printing of county area maps to identify tax sale parcels in a large geographic area.

- Price: \$47,850.00

**LAKE COUNTY PLANNING DEPARTMENT****8. GIS Data Integration**

Sidwell will provide consulting services to extend the use of the GIS in the Planning Department. Tasks are envisioned to include definition and creation of a permits database in Access or Excel, data entry to populate the permits database from current paper copy permits, and may include research to add the 18-digit parcel numbers to current permits which will support integration between the permits database and the GIS. Other tasks



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Order #23 Agenda #29 (cont'd)



are envisioned to include digital imaging of Planning Department documents such as cell tower maps and spotting cell towers as point symbols in the GIS using the latitude and longitude values on the tower map documents. The digital images of the tower maps can be hyperlinked to the point symbols in the GIS allowing users access to the tower maps by clicking on the point symbol.

Alternately, Sidwell may assist with the continuation of conversion of zoning map data from the existing zoning map plat book in the Planning Department.

In order to view and use GIS data, Sidwell's Parcel Builder-MapViewer™ software will be installed on available computers in the Planning Department. Sidwell will train staff to use Parcel Builder-MapViewer.

- Price: \$35,000.00

**LAKE COUNTY HIGHWAY DEPARTMENT**

**9. GIS Data Conversion, Capture, and Integration**

Sidwell will provide field data collection for 172 bridges maintained by the Lake County Highway Department. One GPS point will be collected in the centerline of the structure in what is determined to be the center of each bridge. This will be done only for County maintained bridges, as identified by the County, and does not include State or Municipal bridges.

The Highway Department provided an estimate of 570 miles of county roads in Lake County. Based on these road miles and population estimates, we estimate there will be approximately 2,500 to 3,000 signs and signals. Sidwell will provide field data collection for these signs and signals on Lake County roads maintained by the Lake County Highway Department. The signs and signals will be collected using highly accurate GPS equipment with sub-meter accuracy. Sign and signal locations will be occupied for approximately 30 seconds per sign so as to obtain the best satellite signal possible to increase the accuracy of the points.

The existing digital orthophotography and GIS parcel basemap will be used to produce the base map of bridge and sign points projected in State Plane Coordinates and set to NAD83 specifications. The data will be created in an ESRI Geodatabase.

While the GPS data is being collected, field notes will be documented on each sign which will become the attribute database for signs and signals. The following information will be documented on each sign collected:



- |                |                  |
|----------------|------------------|
| Type of Sign   | Reflectivity     |
| Size of Sign   | Visibility       |
| Sign Condition | Direction Facing |
| Type of Post   | Side of Road     |
| Post Condition | MUTCD Code       |

Once GPS points for bridges are established in the GIS, Sidwell will integrate the most current digital bridge inspection database with the GIS. It is the responsibility of the Lake County Highway Department to acquire the bridge inspection database in digital form from their engineering firm and provide it to Sidwell for integration.

Sidwell also envisions setting up a VPN (virtual private network) for connection to the GIS server in County Administration Building allowing use of GIS base map data and editing of County Highway data. Sidwell will provide 3 licenses of ESRI ArcView software and Authorized ArcGIS training for up to 6 students. Sidwell will also provide Parcel Builder-MapViewer installation and training.

- Price: \$50,200.00

**LAKE COUNTY PARKS DEPARTMENT**

**10. GIS Geodatabase Model and Data Conversion**

Sidwell will provide GIS consulting for data and workflow analysis to define a geodatabase model for the Lake County Parks Department. The geodatabase model is envisioned to include attributes for park land, park structures, and the land acquisition process. Sidwell will also provide consulting for computer hardware upgrades and may set up a VPN (virtual private network) for connection to the GIS server in the County Administration Building allowing use of GIS base map data and editing of County Highway data. Alternately, the GIS parcel basemap may be installed on a server at the Parks Department.

Sidwell will provide ArcView Maintenance Activation Service for 4 existing expired ArcView licenses allowing the Parks department to upgrade ArcView from version 9.0 to 9.3. Sidwell will provide Authorized ArcGIS training for up to 6 students.

A Parks geodatabase will be initiated by importing or digitizing 16 park polygons. Geodatabase attributes will be populated through import or data entry to include items such as owner, address, land acquisition data, etc. Sidwell will digitally photograph 800 to 1,000 park master plans, plan and profile drawings, or other documents. The digital images will be linked to points or polygon features in the parks geodatabase making them available to GIS users by clicking on the feature.

Sidwell will provide Parcel Builder-MapEditor™ Hyperlink Administrator and training to support future linking of digital images with the Parks geodatabase.

- Price: \$64,800.00



Order #23 Agenda #29 (cont'd)



**SUMMARY OF GIS SERVICES**

<b>Office of the Lake County Surveyor</b>	<b>\$ 197,601.00</b>
<b>Office of the Lake County Assessor</b>	<b>\$ 40,000.00</b>
<b>Office of the Lake County Treasurer</b>	<b>\$ 47,850.00</b>
<b>Lake County Planning Department</b>	<b>\$ 35,000.00</b>
<b>Lake County Highway Department</b>	<b>\$ 50,200.00</b>
<b>Lake County Parks Department</b>	<b>\$ 64,800.00</b>
	<b>TOTAL \$ 435,451.00</b>

**INVOICING**

The services performed for this project will be invoiced monthly. Invoices will be based on a percent completion of each individual task. Billings will reflect work which has actually been performed. Invoicing terms will be agreed to by Lake County's project manager and by Sidwell's project manager and will be paid in accordance with the Auditor's current fiscal year's cut-off dates for all purchase orders, claims, and mileage.

Each invoice submitted will be accompanied by supporting documentation and is payable net 30 days in accordance with the Auditor's schedule of cut-off dates.



**Additional Provisions**

- A. The Sidwell Company agrees to commence the work under this Contract Agreement immediately upon its execution by Lake County and to continue diligently thereafter until all work, services and materials as covered under this contract are completed. The overall completion date for the project covered under this contract is planned for fiscal year 2009, provided that the timing and amounts of project funding does not inhibit production and delivery activities.
- B. IT IS AGREED by and between the parties that Lake County agrees to pay The Sidwell Company a total fee of four hundred thirty-five thousand four hundred fifty-one dollars (**\$ 435,451.00**) as compensation for the work, services and materials as described and provided for under this Contract Agreement.
- C. IT IS FURTHER AGREED by and between the parties that The Sidwell Company will submit progress billings for portions of the work and materials as they are completed and delivered to Lake County. It is understood that Lake County will make payments to The Sidwell Company within 30 days of the receipt of a billing invoice, or in accordance with the schedule of payments for purchase orders and claims as determined by the Lake County Auditor.
- D. IT IS FURTHER AGREED that either party may terminate this Contract Agreement by giving written notice to the other party thirty (30) days prior to termination. In the event of termination, The Sidwell Company will be paid the earned value of the work performed prior to the date of termination.



Order #23 Agenda #29 (cont'd)



AFFIDAVIT OF EQUAL OPPORTUNITY

It is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex (except where sex is a bona fide occupational qualification), or national origin. This shall include handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination policy.

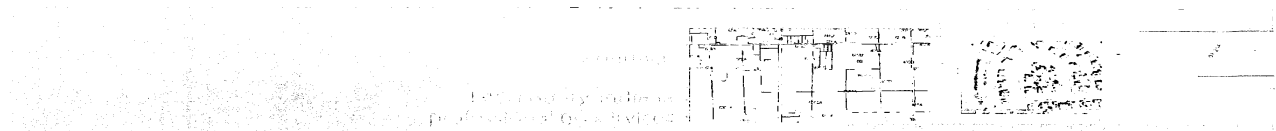
In signing this affidavit, the bidder or contractor further certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated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

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

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

THE SIDWELL COMPANY

Neal Carpenter  
PRESIDENT AND CHIEF EXECUTIVE OFFICER



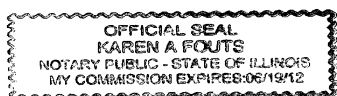
This Contract as heretofore described and governed by the laws of the State of Indiana, made and entered into on this 21st day of January, 2009.

THE SIDWELL COMPANY

By   
Neal Carpenter, President, CEO

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

5th day of JANUARY, 2009



Notary

LAKE COUNTY, INDIANA

By   
Gerry Scheub, Commissioner

By   
Fran DuPey, Commissioner

By   
Roosevelt Allen, Commissioner

By   
George Van Tassel, Surveyor

Attest   
By   
Peggy Katona, Auditor



## Order #24 Agenda #30

In the Matter of L C Surveyor – Consulting Contract with Jim Petro for Consulting Services for the period of March 1, 2009 to December 31, 2009 in an amount not to exceed \$6,950.00 at the rate of \$48.75 per hour.

Scheub made a motion, seconded by DuPey, to approve the L C Surveyor – Consulting Contract with Jim Petro for Consulting Services for the period of March 1, 2009 to December 31, 2009 in an amount not to exceed \$6,950.00 at the rate of \$48.75 per hour, being that the Lake County Surveyor has reduced cost by fifty percent (50%). Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #25 Agenda #31

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

The Board having previously taken the proposals under advisement, Scheub made a motion, seconded by DuPey, to allow the Lake County Juvenile Center to seek the open market for Health/Grooming and Laundry Supplies for the year 2009, having received no proposals. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L C Juvenile Center to award Able Paper & Janitorial Supplies with \$8,510.00 for Janitorial Supply and \$8,771.00 for Paper Products. Motion passed 2-0.

LETTER OF RECOMMENDATION

January 7, 2009

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

Dear Lake County Board of Commissioners:

We have tabulated and reviewed the proposals for Janitorial & Maintenance, Paper, Laundry and Health/Grooming supplies for 2008. We would like to recommend that the Board of Commissioners of the County of Lake award the contacts to the following vendors based on the tabulation findings for each class:

Able Paper & Janitorial Supplies  
85 East 73<sup>rd</sup> Ave  
Merrillville, IN 46410

We recommend the lowest  
bid for Janitorial Supply at  
\$8,510.00, and for Paper  
Products at \$8,771.00

Having received no proposals for Laundry, or for Health/Grooming supplies, we ask to be able to go on the open market for these products.

Thank you in advance for your consideration. If you have any questions, please call.

Sincerely,  
Dan Arendas, Assistant Director of Detention Services  
Lake County Juvenile Justice Complex

## Order #26 Agenda #32 A-E

In the Matter of L C Juvenile Court – Consulting Contracts as listed below for Attorney Services for Court Appeals for the Lake County Juvenile Court for the year 2009 in an amount not to exceed \$2,500.00 per appeal:

- A. Gilbert King, Jr.
- B. Shana Levinson
- C. Deidre Monroe
- D. Joann Price
- E. Martell B. Royer

Scheub made a motion, seconded by DuPey, to approve the contracts for the above listed Attorney's, on behalf of Lake County Juvenile Court, for Attorney Services for Court Appeals for the Lake County Juvenile Court for the year 2009 in an amount not to exceed \$2,500.00 per appeal, with the condition that Gilbert King, Jr. will not proceed with any new appeals once he is done with the current appeal he's working on. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINALS)

## Order #27 Agenda #33 A-H

In the Matter of L C Juvenile Court – Consulting Contracts as listed below for Court Reporter Services for the Lake County Juvenile Court for the year 2009 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page:

- |                         |                     |
|-------------------------|---------------------|
| A. Karen Fajman-Nauracy | E. Nova Maicki      |
| B. Helen Galanos        | F. Patricia Pitcher |
| C. Betsy Gregory        | G. Janine Samson    |
| D. Nicole Guzek         | H. Kathleen Tomko   |

DuPey made a motion, seconded by Scheub, to approve all contracts for the above listed Court Reporters, on behalf of Lake County Juvenile Court, for Court Reporter Services for the Lake County Juvenile Court for the year 2009 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINALS)

## Order #28 Agenda #34

In the Matter of L C Juvenile Court – Consulting Contract with Vasilisa Bessie Pangere for Attorney Services as Indigent Counsel for Lake County Title IV-D Court for the year 2009 in an amount not to exceed \$19,800.00 at the rate of \$90.00 per hour.

## Order #28 Agenda #34 (cont'd)

DuPey made a motion, seconded by Scheub, to approve this Consulting Contract with Vasilia Bessie Pangere, on behalf of Lake County Juvenile Court, for Attorney Services as Indigent Counsel for Lake County Title IV-D Court for the year 2009 in an amount not to exceed \$19,800.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #29 Agenda #35

In the Matter of L C Juvenile Court – Service Agreement with Gottlieb & Wertz, Inc. for the Quest and Time Keeping Systems in the amount of \$31,500.00, payable quarterly in the amount of \$7,875.00.

Scheub made a motion, seconded by Allen, to approve the Service Agreement with Gottlieb & Wertz, Inc., on behalf of Lake County Juvenile Court, for the Quest and Time Keeping Systems in the amount of \$31,500.00, payable quarterly in the amount of \$7,875.00. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #30 Agenda #36

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

This being the day, time, and place for the receiving of proposals for the above stated work for the Lake County Assessor's Office, the following proposals were received:

TERRENCE BRONOWSKI	\$40/hr	\$12,000.00/max
JOE KRNICH & ASSOC. PC	\$90/hr	

DuPey made a motion, seconded by Scheub, to accept the recommendation of the Lake County Assessor's Office to award Terrence Bronowski, 8000 Utah Street, Merrillville, IN 46410, with \$40.00 per hour not to exceed \$12,000.00 for the Professional Services as so mentioned for the L C Assessor's Office on behalf of the Lake County Property Tax Assessment Board of Appeals. Motion passed 3-0.

## Order #31 Agenda #37

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

This being the day, time, and place for the receiving of proposals for Attorney Services with regard to the Lake County Property Tax Assessment Board of Appeals for the L C Assessor's Office, the following proposals were received:

ATTORNEY GUS GALANOS	no price/Letter offering to continue services with same rate as 2008
ROBERT L. LEWIS & ASSOC.	\$100.00/hr *MR. LEWIS HAS A CURRENT CONTRACT WITH L C COUNCIL & OVER \$90/HR MAX

Scheub made a motion to allow the Assessor's Office to retain Attorney Gus Galanos, as offered, with the same rate of \$90.00 per hour as like for the year 2008.

DuPey made a motion, seconded by Scheub, to amend the main the motion. Motion passed 3-0.

Scheub made a motion, seconded by DuPey, to award Attorney Gus Galanos with \$90.00 per hour, same as 2008, for Attorney Services with regard to the Lake County Property Tax Assessment Board of Appeals for the Lake County Assessor's Office. Motion passed 3-0.  
(no new paperwork to follow)

## Order #32 Agenda #38

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

This being the day, time, and place for the receiving of proposals for Equipment and Installation of 1,372' of 12' fence with barbwire for L C Emergency Management Agency, the following proposals were received:

NO BIDS

Having received no bids, DuPey made a motion, seconded by Scheub, to allow L C Emergency Management Agency to go out on the open market for Equipment and Installation of 1,372' of 12' fence with barbwire. Motion passed 3-0.

## Order #33 Agenda #39

In the Matter of L C Emergency Management Agency – PROPOSALS – 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.

This being the day, time, and place for the receiving of proposals for a 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 for L C Emergency Management Agency, the following proposals were received:

MGS MARKETING, INC.	\$34,820.10
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DuPey made a motion, seconded by Scheub, to accept the recommendation of L C Emergency Management Agency Department to award the proposal received from MGS Marketing, Inc., 1695 Briarheath, Aurora, IL 60505, with \$34,820.10 for a 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. Motion passed 3-0.

## Order #35 Agenda #40

In the Matter of L C Council – Consulting Contract between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

## Order #35 Agenda #40 (cont'd)

DuPey made a motion, seconded by Scheub, to award approval of the Consulting Contract between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #36 Agenda #41

In the Matter of L C Council – Consulting Contract between Robert L. Lewis and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between Robert L. Lewis and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## ADD Order #37 Agenda #41A

In the Matter of L C Council – Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #38 Agenda #42

In the Matter of L C Coroner – Contract between Young M. Kim, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2009 in an amount not to exceed \$120,000.00, payable at the rate of \$10,000.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Contract between Young M. Kim, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2009 in an amount not to exceed \$120,000.00, payable at the rate of \$10,000.00 per month. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## ADD Order #39 Agenda #42A

In the Matter of L C Coroner – Contract between John E. Cavanaugh, M.D., P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2009 in an amount not to exceed \$120,000.00, payable at the rate of \$10,000.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Contract between John E. Cavanaugh, M.D., P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2009 in an amount not to exceed \$120,000.00, payable at the rate of \$10,000.00 per month. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #40 Agenda #43

In the Matter of L C Auditor – Contract Agreement with The Sidwell Company for the Cadastral Database for the year 2009 at the rate of \$20.00 per lot with parcels (other than new subdivision lots) being \$27.00 per parcel.

Scheub made a motion, seconded by DuPey, to approve the Contract Agreement with The Sidwell Company, on behalf of the L C Auditor, for the Cadastral Database for the year 2009 at the rate of \$20.00 per lot with parcels (other than new subdivision lots) being \$27.00 per parcel. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #41 Agenda #44

In the Matter of L C Treasurer – Consulting Contract with Andreas Kyres for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract with Andreas Kyres, on behalf of the Lake County Treasurer, for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #42 Agenda #45

In the Matter of L C Treasurer – Consulting Contract with John Pangere for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract with John Pangere, on behalf of the Lake County Treasurer, for Attorney Services for the year 2009 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

## Order #43 Agenda #46

In the Matter of L C Co-Op Extension – Amendment #1 to Extension Contractual Services Agreement between the Purdue University and the Board of Commissioners of the County of Lake on behalf of Lake Co-op Extension for the year 2009 in the amount of \$171,890.00.

Order #43 Agenda #46 (cont'd)

Scheub made a motion, seconded by Allen, to approve the Amendment #1 to Extension Contractual Services Agreement between the Purdue University and the Board of Commissioners of the County of Lake on behalf of Lake Co-op Extension for the year 2009 in the amount of \$171,890.00. Motion passed 2-1, DuPey against.

AMENDMENT # 1  
TO EXTENSION CONTRACTUAL SERVICES AGREEMENT  
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF  
LAKE COUNTY, INDIANA in accordance with IC 20-12-42.1

This is an amendment to the Extension Contractual Services Agreement for the period January 1, 2009 through December 31, 2009.

The Agreement is amended as follows:

Period is amended by extending the agreement expiration date to December 31, 2009, and amount is amended to \$171,890.00 for the period stated above. Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment # 1.

County: LAKE Period: January 1, 2009 through December 31, 2009 Appropriation Details:

Total Extension Contractual Services Appropriation: \$171,890.00

<u>Appropriation Number</u>	<u>Title</u>	<u>Amount</u>
2300-43190	CONTRACTUAL SERVICES PURDUE	\$171,890.00
		\$
		\$
Total		<u>\$171,890.00</u>

COOPERATIVE EXTENSION SERVICE:

PURDUE UNIVERSITY:

BY Charles L. Hibberd 11/25/08  
Date  
Charles Hibberd, Director  
Cooperative Extension  
Title

BY DeEtta K. Hawks 10/30/08  
Date  
DeEtta K. Hawks, Business Manager  
Ag Extension, Contracts and Engagement  
Title

COUNTY GOVERNMENT:

BY \_\_\_\_\_  
County Government Official  
Date  
Harry Scheub  
Typed Name  
Board of Commissioners  
Title  
APPROVED THIS 11 DAY OF January, 2009

Order #44 Agenda #47

In the Matter of L C St. John Assessor – Consulting Contract for Appraisal Services with David Hasselbring Real Estate Appraisals in an amount not to exceed \$10,000.00 at the rate of \$250.00 per residential appraisal.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract for Appraisal Services with David Hasselbring Real Estate Appraisals, on behalf of the St John Township Assessor, in an amount not to exceed \$10,000.00 at the rate of \$250.00 per residential appraisal.



## Order #44 Agenda #47 (cont'd)

**CONSULTING CONTRACT FOR APPRAISAL SERVICES**  
**FOR ST. JOHN TOWNSHIP ASSESSOR**

THIS AGREEMENT, entered into this 21<sup>st</sup> day of January, 2009 effective from January 1, 2009 to December 31, 2009 by and between David Hasselbring Real Estate Appraisals, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the St. John Township Assessor (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Have and maintain the appropriate appraisal licenses during this engagement.
  - B. Consultant shall include the following detailed information on invoices:
    - I. Indicate date of service.
    - II. Specify activities in detail to include with whom Consultant met and what work was done.
    - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - IV. Quantify this by tenths of hours (.10 = 6 minutes).
  - C. Perform appraisal services at the direction of the St. John Township Assessor.
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 \$250.00 per Residential Appraisal not to exceed the sum of Ten Thousand

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(\$10,000.00) Dollars payable thirty (30) days after completion of each appraisal for these appraisal services.

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 written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

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Order #44 Agenda #47 (cont'd)

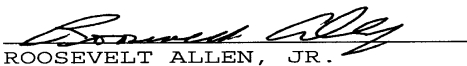
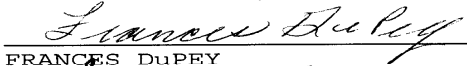

- 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder 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 non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement
- 15. **Miscellaneous Provisions.**
  - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- 16. **Information Availability.**



- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

DAVID HASSELBRING  
 REAL ESTATE APPRAISALS  
 1100 WILD FLOWER LANE  
 DYER, IN 46311  
 (219) 838-3384

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

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

CONSULTANT  
  
 DAVID HASSELBRING  
 ATTEST:  
  
 PEGGY KATONA,  
 LAKE COUNTY AUDITOR

## Order #45 Agenda #48

In the Matter of L C Clerk – Request to have Brinks Corporation pick up daily deposits and deliver them to the bank at the rate of \$330.00 per month.

DuPey made a motion, seconded by Scheub, to approve the request of the Lake County Clerk to have Brinks Corporation pick up daily deposits and deliver them to the bank at the rate of \$330.00 per month. Motion passed 3-0.

## Order #46 Agenda #49

In the Matter of L C Health Department – Grant Agreement between the Indiana Department of Natural Resources and Board of Commissioners, County of Lake, in the amount of \$20,053.00.

DuPey made a motion, seconded by Scheub, to approve the L C Health Department – Grant Agreement between the Indiana Department of Natural Resources and Board of Commissioners, County of Lake, in the amount of \$20,053.00. Motion passed 3-0.

(SEE FILE FOR COPY OF ORIGINAL)

## Order #47 Agenda #50

In the Matter of L C Recorder – Request for reconsideration of the Consulting Contract entered into between Donald Guernsey and Board of Commissioners, County of Lake on December 17, 2008. Reconsideration of the \$90.00 per hour rate.

Comes now before the Board, Lake County Recorder Chief Deputy asks of the Board's their reconsideration of the above stated contract, explaining that the amount of working have decreased for Mr. Guernsey to one day a week for four hours in order to keep the rate the same, which is \$125.00/hr.

Scheub made a motion, seconded by Allen, to approve the Consulting Contract with Donald Guernsey, on behalf of the Lake County Recorder, at the same rate as 2008 of \$125.00 per hour. Motion passed 2-1, DuPey abstains from voting.

(NO NEW PAPERWORK TO FOLLOW, SEE FILE FOR COPY OF ORIGINAL)

## Order #48 Agenda #51

In the Matter of L C Data Processing – Fifth Addendum to Amended Facility Management Agreement between Cenifax Management Services, Inc. and the Board of Commissioners, County of Lake extending the agreement through the period of January 1, 2009 to December 31, 2010 at the current rate.

DuPey made a motion, seconded by Scheub, to approve the Fifth Addendum to Amended Facility Management Agreement between Cenifax Management Services, Inc. and the Board of Commissioners, County of Lake extending the agreement through the period of January 1, 2009 to December 31, 2010 at the current rate. Motion passed 3-0.

**FIFTH ADDENDUM  
TO  
AMENDED FACILITY MANAGEMENT AGREEMENT**

THIS ADDENDUM, is entered into this 21st day of January, 2009, by and between **CENIFAX MANAGEMENT SERVICES, INC.**, an Indiana Corporation (hereinafter referred to as "Vendor") and **LAKE COUNTY, INDIANA** (hereinafter referred to as "County").

This Addendum is incorporated by reference and made a part of the certain Amended Facility Management Agreement dated October 8, 1996, between Vendor and County. This Addendum also incorporates by reference the four addendums previously made a part of the certain Amended Facility Management Agreement dated October 8, 1996. The terms, conditions and agreements of the Amendment and Addendums are controlling herein except to the extent that the same are directly referred to herein.

**WITNESSETH:**

**WHEREAS**, the Fourth Addendum provides for a term from January 1, 2008 through December 31, 2008.

**WHEREAS**, Vendor is ready, willing and able to continue to supply to County the services contracted for under the Amendment and the Addendums beyond the stated date of termination in the Fourth Addendum.

**WHEREAS**, County is willing to have Vendor continue to supply to County the services contracted for under the Amendment and Addendums beyond the stated date of the termination of the Fourth Addendum.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

1. All provisions of the Amendments shall remain in full force and effect, except those specific provisions that are herein referred to and said Amendments shall be attached hereto as Exhibit "A" and incorporated herein by reference.

Order #48 Agenda #51 (cont'd)

- 2. All provisions of the Addendums shall remain in full force and effect and said Addendums shall be attached hereto as Exhibit "B" and incorporated herein by reference.
- 3. That the parties hereto agree that it is in the best interest of County and Vendor that the termination date under "Term of Agreement", Item 3, Page 2, of the Fourth Addendum to the 1996 Amendment, be extended beyond the stated termination date of December 31, 2008, and that the term of the extension of the Amendments and Addendums shall be from January 1, 2009 through December 31, 2010 unless and until the parties agree otherwise.
- 4. That the parties hereto agree that it is in the best interest of County and Vendor that the compensation under "Payment", Item 3, Page 4, of the Amendment shall be the sum of one hundred sixty six thousand (\$166,000.00) per month and shall be effective January 1, 2009. All other terms and conditions of Item 3 remain in full force and effect unless and until the parties agree otherwise.
- 5. That the parties hereto agree that it is in the best interest of County and Vendor that the Appendix "A" under "Scope of Services", Item 1, Page 2, of the Amendment be revised to reflect the changes in the software and hardware now owned by County and serviced by Vendor. Attached hereto and made a part hereof and incorporated by reference to the Amendment is the revised Appendix "A".


IN WITNESS WHEREOF, the parties have caused this Fifth Addendum to be executed by their authorized representatives, on the date and year first above written.

**VENDOR:**  
CENIFAX MANAGEMENT SERVICES, INC.

By:   
Mark Pearman

Attest: \_\_\_\_\_

**COUNTY:**  
THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY  
OF LAKE, STATE OF INDIANA

By:   
Gerry Scheub

By:   
Frances DuPey

By:   
Roosevelt Allen, Jr.

Attest:  
LAKE COUNTY AUDITOR  
  
Peggy Katona

Order #49 Agenda #52

In the Matter of L C Data Processing – Master Services Agreement between Gram Tel, Inc. and the Board of Commissioners, County of Lake for the Lake County E-Filing System for the year 2009 in the amount of \$2,904.00 for set up and \$2,282.40 MRC.

DuPey made a motion, seconded by Scheub, to approve L C Data Processing – Master Services Agreement between Gram Tel, Inc. and the Board of Commissioners, County of Lake for the Lake County E-Filing System for the year 2009 in the amount of \$2,904.00 for set up and \$2,282.40 MRC. Motion passed 3-0.  
(SEE FILE FOR COPY OF ORIGINAL)

Order #50 Agenda #53

In the Matter of L C Data Processing – Software and Hardware Support Agreement between Hewlett-Packard Company and the Board of Commissioners, County of Lake for the year 2009 in an amount not to exceed to \$55,824.00 payable monthly in the amount of \$4,652.00.

DuPey made a motion, seconded by Scheub, for approval of L C Data Processing – Software and Hardware Support Agreement between Hewlett-Packard Company and the Board of Commissioners, County of Lake for the year 2009 in an amount not to exceed to \$55,824.00 payable monthly in the amount of \$4,652.00. Motion passed 3-0.

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

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

This contract is entered into this 21<sup>st</sup> day of January, 20 09 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of Lake County Data Processing and Hewlett Packard hereinafter referred to as the Vendor.

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

1. TERM  
The term of this contract is from January 1, 2009 to December 31, 2009
2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE  
This contract covers the following  
  
**Hardware and Software Maintenance Agreement No. 95037387D as stated in the attached agreement at a cost of \$4,652.00 a month for the total of \$55,824.00 annually.**
3. SCOPE
  - A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor=s agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
  - B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

Order #50 Agenda #53 (cont'd)

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

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
  - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
  - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

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

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

All of which is approved this 21<sup>st</sup> day of January, 2009.

Hewlett-Packard Company  
COMPANY NAME

8000 Foothills Blvd.  
COMPANY STREET ADDRESS

Roseville, CA 95747  
COMPANY CITY, STATE AND ZIP

800-386-1115  
COMPANY TELEPHONE NUMBER

800-386-1116  
COMPANY FAX NUMBER

Geraldine Wright  
PLEASE PRINT COMPANY REPRESENTATIVE NAME

Geraldine Wright  
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

Garry Scheub

Luances DuPuy

Bonnie Alley

ATTESTED:

Dessy A. Hester  
LAKE COUNTY AUDITOR

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

## Order #51 Agenda #54

In the Matter of L C Data Processing – Hardware Maintenance Agreement between Service Express, Inc. and the Board of Commissioners, County of Lake for the period of January 1, 2009 to December 31, 2011 in an amount not to exceed \$94,968.00 for the life of the agreement, payable at the rate of \$7,914.00 per quarter.

Scheub made a motion, seconded by DuPey, for approval of L C Data Processing – Hardware Maintenance Agreement between Service Express, Inc. and the Board of Commissioners, County of Lake for the period of January 1, 2009 to December 31, 2011 in an amount not to exceed \$94,968.00 for the life of the agreement, payable at the rate of \$7,914.00 per quarter. Motion passed 3-0.

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

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

This contract is entered into this 21<sup>st</sup> day of January, 20 09 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of Lake County Data Processing and Service Express, Inc hereinafter referred to as the Vendor.

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

1. **TERM**  
The term of this contract is from January 1, 2009 to December 31, 2011
2. **LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE**  
This contract covers the following  
**Computer Hardware Maintenance for 36 months on equipment with various locations as stipulated in the service agreement, which is attached. The cost per quarter will be invoiced at \$7,914.00 for the contractual period with a yearly cost of \$31,656.00 with a total (36 month) of \$94,968.00.**
3. **SCOPE**
  - A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
  - B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

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

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
8. The Vendor agrees by his execution of this agreement that in regards to his operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
  - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
  - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

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Order #51 Agenda #54 (cont'd)

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

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

All of which is approved this 21 day of January, 2009.

Service Express, Inc.  
COMPANY NAME

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

4845 Corporate Exchange  
COMPANY STREET ADDRESS

Gerry Scheub

Grand Rapids, MI, 49512  
COMPANY CITY, STATE AND ZIP

Frances DuPeay

616-698-2221  
COMPANY TELEPHONE NUMBER

[Signature]

616-698-2218  
COMPANY FAX NUMBER

MARK THOMAS  
PLEASE PRINT COMPANY  
REPRESENTATIVE NAME

ATTESTED:

[Signature]  
COMPANY REPRESENTATIVE SIGNATURE

[Signature]  
LAKE COUNTY AUDITOR

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

Order #52 Agenda #55

In the Matter of L C Plan Commission – Performance Bond Release and Resolution in the amount of \$6,000.00 for Snyder’s Subdivision.

DuPey made a motion, seconded by Scheub, to release L C Plan Commission – Performance Bond Release and Resolution in the amount of \$6,000.00 for Snyder’s Subdivision. Motion passed 3-0.

RELEASE

WHEREAS, Gary and Sandra Snyder have on August 16, 2006 filed a PERFORMANCE BOND (Official Check No. 0973848) issued by Fifth Third Bank in the amount of **Six Thousand and 00/100 Dollars (\$6,000.00)** U.S. Dollars for required improvements to **Snyder’s Subdivision**.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (Official Check No. 0973848) issued by Fifth Third Bank in the amount of **Six Thousand and 00/100 Dollars (\$6,000.00)** U.S. Dollars effective this date.

Dated 21<sup>st</sup> DAY OF January, 2009

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, PRESIDENT  
FRANCES DuPEY, COMMISSIONER  
GERRY SCHEUB, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Snyder’s Subdivision

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

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 HERE BY RESOLVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF January, 2009

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, PRESIDENT  
FRANCES DuPEY, COMMISSIONER  
GERRY SCHEUB, COMMISSIONER



Order #53 Agenda #56

In the Matter of L C Plan Commission – Resolution, Final Inspection Galleries Unit 2, Phase 2, 133<sup>rd</sup> Avenue and Marshall Street in Center Township.

DuPey made a motion, seconded by Scheub, to approve the L C Plan Commission – Resolution, Final Inspection Galleries Unit 2, Phase 2, 133<sup>rd</sup> Avenue and Marshall Street in Center Township. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Galleries Unit II Phase II

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Galleries Unit II Phase II.

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 HERE BY RESOLVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF January, 2009

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, PRESIDENT  
FRANCES DuPEY, COMMISSIONER  
GERRY SCHEUB, COMMISSIONER

ADD Order #54 Agenda #56A

In the Matter of L C Fairgrounds – Service Agreement between Service Sanitation, Inc. and the Board of Commissioners, County of Lake for the year 2009.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement with Service Sanitation, Inc. for the year 2009 on behalf of the Lake County Fairgrounds. Motion passed 3-0.

ADD Order #55 Agenda #56B

In the Matter of L C Fairgrounds – Service Agreement between Allied Waste Services and the Board of Commissioners, County of Lake for the year 2009.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement with Allied Waste Services for the year 2009 on behalf of the L C Fairgrounds. Motion passed 3-0.

Order #56 Agenda #57

In the Matter of Property Sales

No items. DuPey made a motion, seconded by Scheub, to let the properties sit until the value goes back up, instead of paying somebody a percentage to go out and sell a \$20,00.00 certificate. Motion passed 3-0.

Order #57 Agenda #58A

In the Matter of E-9-1-1: Lowell Fire Department request in the amount of \$49,214.74.

Scheub made a motion, seconded by DuPey, to approve the E-9-1-1 request of the Lowell Fire Department in the amount of \$49,214.74. Motion passed 3-0.

Order #58 Agenda #58B

In the Matter of E-9-1-1: Town of Schneider request in the amount of \$7,500.00.

Scheub made a motion, seconded by DuPey, to approve the E-9-1-1 request of the Town of Schneider in the amount of \$7,500.00. Motion passed 3-0.

Order #59 Agenda #58C

In the Matter of E-9-1-1: Town of Shelby request in the amount of \$9,937.00.

Scheub made a motion, seconded by DuPey, to approve the E-9-1-1 request of the Town of Shelby in the amount of \$9,937.00. Motion passed 3-0.

Order #60 Agenda #59

In the Matter of Professional Claims Management, Inc. 2009 Life Insurance Renewal.

Scheub made a motion, seconded by DuPey, to approve of Professional Claims Management, Inc. 2009 Life Insurance Renewal. Motion passed 3-0.

Order #61 Agenda #60

In the Matter of Professional Claims Management, Inc. Medical Specific Insurance Renewal Contract.

Scheub made a motion, seconded by DuPey, to approve Professional Claims Management, Inc. Medical Specific Insurance Renewal Contract. Motion passed 3-0.  
(SEE FILE FOR COPY)

Order #62 Agenda #61

In the Matter of Proposal from Johnson Controls, Inc. for Fire Alarm Enhancements at the Lake County Jail in the amount of \$79,600.00, Option 1 \$15,600.00.

After hearing Rick Renner, Account Executive of Johnson Controls, Inc. and also Mark Edgerdain, of Johnson Controls, Inc., Fire Security Site, Scheub made a motion, seconded by DuPey, to defer any action on this item until the next meeting, February 18, 2009, to assure that funding is available. Motion passed 3-0.

Order #63 Agenda #62

In the Matter of Proposal from Johnson Controls, Inc. for Fire Alarm Monitoring for the Lake County Jail and Gary Courthouse for the period of January 1, 2009 to December 31, 2013 at the rate of:

<u>Lake County Jail</u>	<u>Gary Courthouse</u>
\$1,560.00 for year 1	\$1,560.00 for year 1
\$ 360.00 for year 2	\$ 360.00 for year 2
\$ 360.00 for year 3	\$ 360.00 for year 3
\$ 400.00 for year 4	\$ 400.00 for year 4
\$ 400.00 for year 5	\$ 400.00 for year 5

DuPey made a motion, seconded by Scheub, to approve the Proposal from Johnson Controls, Inc. for Fire Alarm Monitoring for the Lake County Jail and Gary Courthouse for the period of January 1, 2009 to December 31, 2013 at the above mentioned rates. Motion passed 3-0.

Order #64 Agenda #63

EMERGENCY

In the Matter of Proposal from Johnson Controls, Inc. for the Piping Modifications at Westwind Manor in the amount of \$23,700.00, Option 1 \$98,200.00.

Scheub made a motion, seconded by DuPey, to approve the Proposal from Johnson Controls, Inc. for the Piping Modifications at Westwind Manor in the amount of \$98,200.00. Motion passed 3-0.

ADD Order #65 Agenda #63A

In the Matter of Quotation from Gough, Inc. for the Lake County Government Center, 1<sup>st</sup> Floor Cabinet Room in the amount of \$15,000.00.

Scheub made a motion, seconded by DuPey, to ratify the approval of the Quotation from Gough, Inc. for the Lake County Government Center, 1<sup>st</sup> Floor Cabinet Room in the amount of \$15,000.00. Motion passed 3-0.

Order #66 Agenda #65

In the Matter of 2009 Attorney Staff Assignments/Compensation.

DuPey made a motion, seconded by Scheub, to approve the 2009 Attorney Staff Assignments/Compensation. Motion passed 3-0.

**OFFICE OF THE ATTORNEY TO THE BOARD OF COMMISSIONERS  
2009 ATTORNEY STAFF ASSIGNMENTS / COMPENSATION\*\*\*\*\***

APPROVAL OF THE  
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
GERRY SCHEUB, *Gerry Scheub*  
FRANCES DUPEY, *Frances DuPey*  
ROOSEVELT ALLEN, JR., *Roosevelt Allen*  
APPROVED THIS 21st DAY OF January, 2009

John S. Dull  
P.O. Box 14058  
Merrillville IN 46411-4058  
jsdull@yahoo.com

Commissioners' Attorney†  
Attorney for the Board of Commissioners  
Administrative Assistant to the Commissioners  
Building Manager's Office  
Finance Board  
Commissioners Meetings  
\*Drainage Board  
Purchasing  
\*Bonds / TAW/Loans  
Phone 219-644-7172  
Fax 219-988-5639

Joseph S. Irak\*\*  
9219 Broadway  
Merrillville IN 46410

Any elected official or county agency not specifically identified  
Auditor matters, except for those matters under contract to Auditor, Treasurer, or  
Another Official/Department  
Lake County Assessor, in those cases with Parker Poe  
At County Monday-Friday at least 4 hours each day.  
Senior Assistant Attorney†  
Fairgrounds Health Dept. Operations  
Plan Commission Unsafe Buildings Board/Enforcement  
Board of Zoning Appeals/Enforcement  
Pipelines and Utilities  
Contractors Licensing Board/Enforcement  
Plan Commission Enforcement  
Health Department Enforcement  
Hermits Lake Operations/Unpaid Monthly Service Collections  
Township Trustees without separate attorneys and  
Assessors Not under the County Assessor or who do not have separate attorneys  
At County on Mondays from 8:30 a.m. to 4:30 p.m.  
Assistant Attorney  
Public Works  
Commissioners Real Estate  
Labor Attorney  
Highway  
Recorder  
Mail Room  
Veterans Services  
Weights and Measures  
All Real Estate Issues of Whatever Kind  
Quiet Title and Treasurer Perfection for all County entities  
Lake County Combined Juvenile Detention Center  
Lake County Public Records Commission  
Poor Relief appeals along with Administrative Assistant  
At County on Tuesdays or Wednesdays from 8:30 a.m. to 4:30 p.m. depending on days that  
Poor relief hearings are set by Trustees.  
Assistant Attorney†  
County Tax Appeal Lawyer for cases other than those  
assigned to Parker Poe or Marilyn Meighen  
Lake County PTABOA & attend all of its meetings  
Lake County Assessor as assigned by Assessor  
At County on Mondays from 8:30 a.m. to 4:30 p.m.  
or 2 half days set by Assessor(8:30 a.m. to Noon or 1 to 4:30 p.m.)  
Phone 219-769-4552  
Fax 219-769-3875  
Pager 219-752-2751

Clyde Jones\*\*  
700 West Ridge Road  
Gary, IN 46408

Phone 219-980-4145  
Fax 219-980-4501

Mark Thiros\*\*  
200 E. 90<sup>th</sup> Drive  
Merrillville IN 46410

Phone 219-769-1600  
Fax 219-738-3769  
Pager 219-752-2738

\* Commissioners' attorney acts as independent contractor for Drainage Board and Bonds/TAW/Loans. These duties are separate from other Commissioners' attorney assignments.  
\*\* Assistant attorneys do not report to Commissioners' attorney in representing these clients but act as independent contractors.  
\*\*\* Compensation in accordance with county salary schedule plus legal services as follows: (1) \$52,286 (salary) and \$22,500 (413110 Legal Services) for Commissioners' Attorney; (2) \$28,699.84 (salary) and \$7,300 (413110 Legal Services) for each Senior Assistant Attorney and (1) \$25,749.98 (salary) for each Assistant Attorney on Commissioners' staff.  
\*\*\*\* IC 36-2-2-30 Employment of attorney to represent and advise executive. Sec. 30. (a) the executive may employ and fix the compensation of an attorney to represent and advise the executive. (b) For the purposes of Section 30, Article 2 of the Constitution of the State of Indiana, employment by a county executive as an attorney does not constitute a lucrative office.  
† Trial and litigation paid for out of Self-Insurance fund is not a part of John Dull or Joe Irak's job assignment. These two attorneys will be paid separately for work that they do on Self-Insurance cases. Mark Thiros and W. Clyde Jones will not receive any extra compensation for any county defense lawyer assignment or for handling County Tax Appeals including those for the Lake County Assessor.  
Note: Each attorney shall meet with the elected official and/or department head of an assigned area and establish a procedure which shall include as a minimum the following: (1) weekly meetings in person with the elected official and/or department head at such times scheduled by the elected official and/or department head; (2) establish a procedure so that the attorney can be reached in

## Order #67 Agenda #66

In the Matter of Consulting Contract Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum (Capitol Assets, LLC) and the Board of Commissioners, County of Lake on behalf of the Lake County Council for the year 2009 at no additional cost.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum (Capitol Assets, LLC) and the Board of Commissioners, County of Lake on behalf of the Lake County Council for the year 2009 at no additional cost. Motion passed 3-0.


CONSULTING CONTRACT AMENDMENT

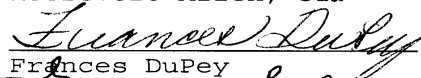
This is an Amendment to the Agreement entered into between Richard J. Cockrum (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake on behalf of the Lake County Council on the 8<sup>th</sup> day of February, 2007.

The contract is amended as follows: To be extended for the term from January 1, 2009 to December 31, 2009 at no additional dollars.

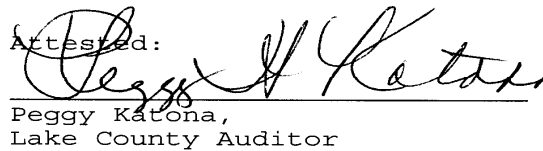
Approved this 21<sup>st</sup> day of January, 2009

Board of Commissioners  
of the County of Lake

  
Roosevelt Allen, Jr.

  
Frances DuPey

  
Gerry J. Scheub

Attested:  
  
Peggy Katona,  
Lake County Auditor

## Order #68 Agenda #67A

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, November 19, 2008.

Scheub made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, November 19, 2008, Regular Meeting. Motion passed 3-0.

## Order #69 Agenda #68

In the Matter of Lake County Expense Claims to be allowed Wednesday, January 21, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, January 21, 2009 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order #70 Agenda #69

In the Matter of Service Agreements

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

L C BOARD OF COMMISSIONERS	W/	Aramark Uniform Service
L C BOARD OF COMMISSIONERS	W/	Pyramid Alarm, Inc.
L C BOARD OF COMMISSIONERS	W/	Tri-Electronics
L C BOARD OF COMMISSIONERS	W/	Tri-Electronics

## Order #70 Agenda #69 (cont'd)

L C BOARD OF COMMISSIONERS	W/	Tri-Electronics
L C BOARD OF COMMISSIONERS	W/	Tri-Electronics
L C ST JOHN TOWNSHIP ASSESSOR	W/	Tri-Electronics
L C ADMINISTRATOR OFFICE	W/	Peak Technologies
L C CLERK	W/	McShanes, Inc.
L C CLERK	W/	McShanes, Inc.
L C COUNCIL	W/	Chester Technologies, Inc.
L C COUNCIL	W/	McShanes, Inc.
L C CO-OP EXTENSION	W/	Bloomfield Mechanical Corp.
L C ENGINEERS	W/	Action Fire Department
L C ENGINEERS	W/	Monroe Pest Control
L C ENGINEERS	W/	Mechanical Concept
L C ENGINEERS	W/	ABC Burglar & Fire Alarm Corp.
L C ENGINEERS	W/	Long Elevator
L C PROSECUTORS	W/	Porter's Apparels, Inc.
L C PROSECUTORS	W/	Noble Communications
L C PROSECUTORS/ CHILD SUPORT DIV IV-D:	W/	Chester Technologies, Inc.
L C PUBLIC WORKS	W/	Noble Communications
L C SHERIFF	W/	Ace Exterminating Co., Inc.
L C SHERIFF	W/	Ace Exterminating Co., Inc.
L C SHERIFF	W/	Tee Jay Service Co.
L C SHERIFF	W/	Tri-Electronics
L C SHERIFF	W/	Tri-Electronics
L C SHERIFF	W/	Tri-Electronics
L C SHERIFF	W/	Tri-Electronics
L C TREASURER	W/	ABC Burglar & Fire Alarm Corp.

## Order #71 Agenda #70

In the Matter of Poor Relief Decisions

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

Marietta Blissett	Approved
Christiney Woods	Approved
Angelyca White	Approved
Tamika Shaw	Approved
	Approved on condition/NIPSCO
Larry Moore	Approved
Marium Wales	Approved
Mournella Hartfield	Approved
Barbara Mims	Approved
Sylvester Cason	Approved in pay
Gregory Bates	Approved
Vurneniel Holman	Approved in part
John Jefferson	Approved
Valerie Tavony	Approved in part
Tiffany Pratchett	Approved
Kile Turner	Approved in part
Damanis Giriorio	Approved
Kike Turner	Approved in part
TaKeca Morris	Approved
Linn Smith	Approved
Mateo Castillo	Approved
Linda Wooden	Approved for past due rent – remand to determination of months that can be paid
Tirsah Payne	Approved
Pamela Rodgers	Approved
Marion Stewart	Remanded to township for further consideration and review
Shara Simms	Approved in part
Shonetta Flemming	Approved
Joseph Smith	Approved
Alicia Wallace	Approved
Brittany Moorehead	Approved
Harriet Miles	Approved
Donna Levesque	Approved
Norma Statum	Approved
Sheila Tiller	Approved in part
Lela Wells	Approved
Delores Brown	Approved
John Riley Sr.	Approved
Phyllis Evans	Approved
Kristina Kostera	Approved
Kristy Hilgeman	Approved
Addis Clinton	Approved
Taichelle Champion	Approved
Kathlyn Standfield	Approved
Sharon Dinicola	Approved
Mae Ola logan	Approved
Richard Palmer	Approved
Tanisha White	Approved
Pamela Hicks	Approved on condition
Lisa Hicks	Approved in part
Leroy Hunter	Approved

## Order #71 Agenda #70 (cont'd)

Carmelita Mitchell	Approved
Lucresha Deneal	Approved
Tiwanna Morrow	Approved
Terry Black	Approved on condition
Betty Crawford	Approved
Donna Slaughter	Approved
Willie Himes	Approved
Sophia Thomas	Approved
Otisha Boyd	Approved
Barbara McGee	Denied for appellant's failure to appear
Gregory Fowler	Denied for appellant's failure to appear
Evelyn Watson	Denied for appellant's failure to appear
Mildred Brooks	Denied for appellant's failure to appear
Belinda Anderson	Denied
LaSandra Smith	Denied for appellant's failure to appear
Angel Gonzalez	Denied for appellant's failure to appear
Fred Martin	Denied
Michael Sutton	Denied
William Porter	Denied
Nawal Mujahid	Denied for appellant's failure to appear
Garry Ward	Denied for appellant's failure to appear
Lakisha Zanders	Denied for appellant's failure to appear
Juanida Marin	Denied for appellant's failure to appear
Yvonne Thompson	Denied for appellant's failure to appear
LaVetta Littles	Denied for appellant's failure to appear
Larry Brooks	Denied
Dandera Hines	Denied for appellant's failure to appear
Cheryl Shelton	Denied for appellant's failure to appear
Laressia Curington	Denied for appellant's failure to appear
Cheryl High	Denied for appellant's failure to appear
Katrina Wheatley	Denied for appellant's failure to appear
LaShenna Moore	Denied for appellant's failure to appear
Cherish Sakovich	Denied for appellant's failure to appear
Robert Henderson	Approved/rent Denied/nipsco
Lori Reed	Remanded to township for further consideration and review
Vernice Stevens	Denied
Julie Gunn	Denied for appellant's failure to appear
Tamika Shaw	Denied for appellant's failure to appear
Lynn Strickland	Denied for appellant's failure to appear
Louise Bingham	Denied for appellant's failure to appear
LaToya Willis	Denied for appellant's failure to appear
Lizette Ramos	Denied for appellant's failure to appear
Khadija Goodman	Denied for appellant's failure to appear
Marietti Blessett	Denied for appellant's failure to appear
Kimberly Corley	Denied
TaWonda Prochett	Remanded to township for further consideration and review
Jennie Newell	Denied
Ruth Maxwell	Denied for appellant's failure to appear
Kandy Remson	Denied for appellant's failure to appear
Doris Williams	Denied

## Order #72 Agenda #73

In the Matter of L C Council Resolution No. 09-01, Resolution Honoring The Hessville Junior Vipers Football Team.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-01, Resolution Honoring The Hessville Junior Vipers Football Team. Motion passed 3-0. Motion passed 3-0.

Order #72 Agenda #73 (cont'd)

**RESOLUTION NO. 09-01**

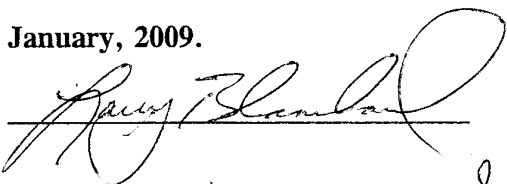
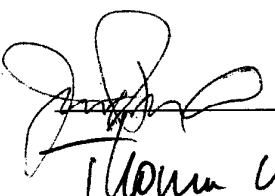
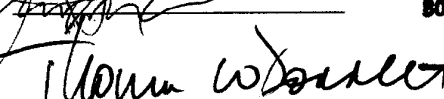
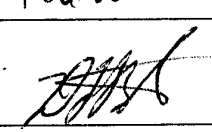

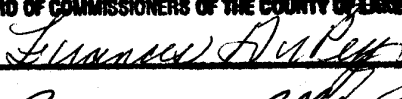
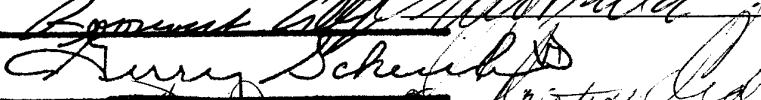
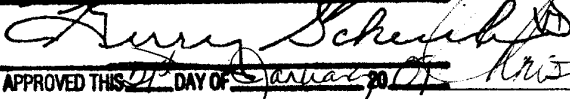
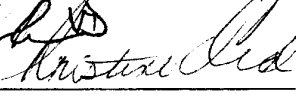
**RESOLUTION HONORING THE HESSVILLE JUNIOR VIPERS FOOTBALL TEAM**

- 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,** the Hessville Junior Vipers Football Team, with a record of 15-0, won the Metro Youth Football League Super Bowl on November 16, 2008, its third title in five years; and
- WHEREAS,** the Hessville Junior Vipers Football Team won the Windy City Elite 100 National Championship on November 27-29, 2008.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and players of the Hessville Junior Vipers Football Team for capturing the Metro Youth Football League Super Bowl Championship and Windy City Elite 100 National Championship; and that a copy of this Resolution be spread on the official records of the Lake County Council and an official copy be delivered to the Hessville Junior Vipers Football Team.



**DATED THIS 13th day of January, 2009.**

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 13th DAY OF January 2009

Members of the Lake County Council

Order #73 Agenda #73

In the Matter of L C Council Ordinances and Resolutions

DuPey made a motion, seconded by Scheub, to approve all those Ordinances and Resolutions brought forward by the Lake County Council with the exception of Lake County Council Ordinance No. 1307B. Motion passed 3-0.

Order #73 Agenda #73

L C Council Ordinance No. 1307A – Ordinance Establishing The Lake County Check Deception Collection Program Service Fee.

DuPey made a motion, seconded by Scheub, to approve L C Council Ordinance No. 1307A – Ordinance Establishing The Lake County Check Deception Collection Program Service Fee. Motion passed 3-0.

Order #73 Agenda #73 (cont'd)

**ORDINANCE NO. 1307A**

**ORDINANCE ESTABLISHING THE LAKE COUNTY CHECK DECEPTION COLLECTION PROGRAM SERVICE 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,** pursuant to I.C. 35-43-5-5, the Lake County Prosecutor is authorized to collect a service charge for making collections on dishonored checks in addition to the service fee collected on dishonored checks payable to local merchants; and
- WHEREAS,** pursuant to I.C. 35-43-5-5, the Lake County Prosecutor's Office has established the Check Deception Collection Program to make collections on dishonored checks, and pursuant to I.C. 35-43-5-5(e) desires to establish a service charge of Thirty-Five (\$35.00) Dollars per check.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That pursuant to I.C. 35-43-5-5(e), the Lake County Prosecutor is authorized to collect a service charge of Thirty-Five (\$35.00) Dollars for making collections on dishonored checks in addition to the service fee collected on dishonored checks payable to the local merchants.
2. That pursuant to I.C. 35-43-5-5, the service fee of Thirty-Five (\$35.00) Dollars per dishonored checks shall be deposited in a separate fund known as the Lake County Check Deception Collection Program Fund to be appropriated by the Lake County Council to offset salary expenses

in the Lake County Prosecutor's Office, or as otherwise provided by law.

SO ORDAINED THIS 13TH DAY OF JANUARY, 2009.

*[Signature]*  
President

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*

*[Signature]*

*[Signature]*

APPROVED THIS 17<sup>TH</sup> DAY OF JANUARY 2009

Order #73 Agenda #73

In the Matter of L C Council Ordinance No. 1307C – Ordinance Authorizing The Lake County Surveyor To Prescribe Conditions Under Which A Person or Entity Receiving Certain Electronic Data May Use Such Information.

DuPey made a motion, seconded by Scheub, to approve L C Council Ordinance No. 1307C – Ordinance Authorizing The Lake County Surveyor To Prescribe Conditions Under Which A Person or Entity Receiving Certain Electronic Data May Use Such Information. Motion passed 3-0.

**ORDINANCE NO. 1307C**

**ORDINANCE AUTHORIZING THE LAKE COUNTY SURVEYOR TO PRESCRIBE CONDITIONS UNDER WHICH A PERSON OR ENTITY RECEIVING CERTAIN ELECTRONIC DATA MAY USE SUCH INFORMATION**

**WHEREAS,** IC 5-14-3-3(e) provides that a political subdivision in Indiana, including Lake County, may enact an ordinance setting forth the conditions under which a person or entity who receives electronic data (DATA) may use such information; and

**WHEREAS,** the Lake County Surveyor has assembled and now maintains on a regular basis information in the form of electronic data about each of the parcels of real property in Lake County; and

**WHEREAS,** Lake County has incurred significant expense in establishing the data and continues to incur expenses in maintaining the data which is supported in part through fees charged for access to and use of the data; and

**WHEREAS,** the public interest is served by the existence of a current database for real property parcels and the receipt of fees is necessary to maintain such database.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. The Lake County Surveyor is authorized to prescribe conditions per IC 5-14-3-3 under which a person or entity who receives certain electronic data from such office may use the information.
2. The Lake County Board of Commissioners is authorized to enter into a contract with a person or entity who receives electronic data concerning the use of Geographic Information System data including, among other terms, provisions that:
  - a. Lake County owns the proprietary rights and copyright in said data; and
  - b. Permit limited usage of said data, including derivative data and modifications; and
  - c. Bar certain usages such as selling, renting or giving away the subject data, reverse engineering or decompiling said data, or distributing said data to the public or third parties; and
  - d. Set forth the specific terms of the agreement and the remedies available for breach of the agreement; and

e. Bar a person or entity who uses information in a manner contrary to a rule or ordinance adopted per IC 5-14-3-3 from obtaining a copy of any further data received under IC 5-14-3-3(d).

3. The Lake County Council per recommendation of the Lake County Surveyor is authorized to establish a schedule of fees for distribution of the data, with higher fees per parcel for requests on data for a small number of parcels and lower fees per parcel for a request for a higher number of parcels.

4. Lake County Surveyor may update from time to time the contract regarding the above, as well as other related matters that are required to protect Lake County interests in the receipt and use of electronic data.

SO ORDAINED THIS 13th DAY OF JANUARY, 2009.

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*[Signature]*  
*[Signature]*  
 APPROVED THIS 17th DAY OF JANUARY, 2009



Order #73 Agenda #73

In the Matter of L C Council Resolution No. 09-02, Resolution Permitting Lake County Sheriff to Pay Outstanding 2008 Jail Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-02, Resolution Permitting Lake County Sheriff to Pay Outstanding 2008 Jail Invoices/Debts from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-02**

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

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

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

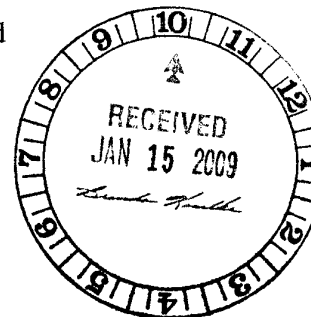
<u>152-3100-44490</u>	<u>Other Equipment</u>
CDW Government, Inc.	\$1,275.00

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

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

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

<u>152-3100-44490</u>	<u>Other Equipment</u>
CDW Government, Inc.	\$1,275.00



SO RESOLVED THIS 13TH DAY OF JANUARY, 2009.

*[Handwritten signatures of Council Members]*  
 President  
 Members of the Lake County Council

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**  
*[Handwritten signatures of Board Members]*  
 APPROVED THIS 17 DAY OF January, 2009

Order #73 Agenda #73

In the Matter of L C Council Resolution No 09-03 – Resolution Permitting Lake County Sheriff to pay Outstanding 2008 Jail Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No 09-03 – Resolution Permitting Lake County Sheriff to pay Outstanding 2008 Jail Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #73 Agenda #73 (cont'd)

**RESOLUTION NO. 09-03**

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

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

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

<u>001-3100-43920</u>	<u>Food and Lodging</u>
Sysco Food Service-Chicago, Inc.	\$ 3,204.03

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

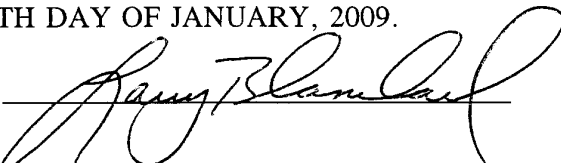
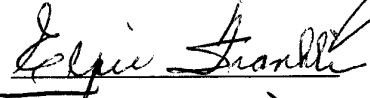

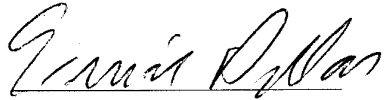
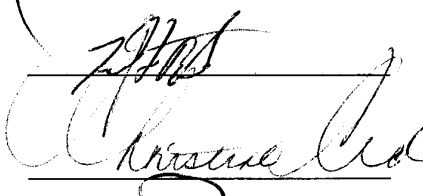
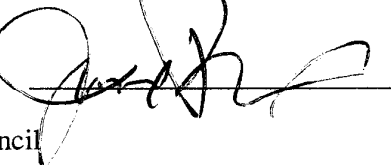
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

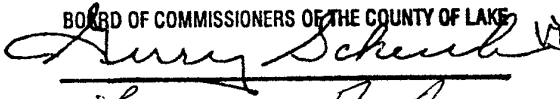
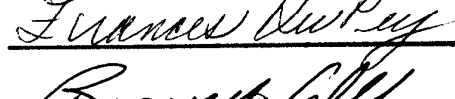
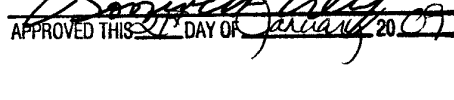
<u>001-3100-43920</u>	<u>Food and Lodging</u>
Sysco Food Service-Chicago, Inc.	\$ 3,204.03



SO RESOLVED THIS 13TH DAY OF JANUARY, 2009.

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
  
  
 APPROVED THIS 21<sup>ST</sup> DAY OF January 20 09

Order #73 Agenda #73

In the Matter of L C Council Resolution No. 09-04 – Resolution Permitting The Office of the Public Defender to pay Outstanding 2008 Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution No. 09-04 – Resolution Permitting The Office of the Public Defender to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #73 Agenda #73 (cont'd)

**RESOLUTION NO. 09-04**

**RESOLUTION PERMITTING THE OFFICE OF  
THE PUBLIC DEFENDER TO PAY  
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

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

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

<u>405-4002-42130</u>	<u>Law Books</u>
Thomson West/West Group	\$ 1,965.50

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

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

That the following 2008 expenses shall be paid from the Office of the Public Defender's 2009 Budget:

<u>405-4002-42130</u>	<u>Law Books</u>
Thomson West/West Group	\$ 1,965.50



SO RESOLVED THIS 13TH DAY OF JANUARY, 2009.

*[Handwritten signatures of Gary Blumhail, Elise Franklin, Thomas W. Small, Kevin Patton, and Board of Commissioners members]*

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Handwritten signatures: Gary Scheub, Frances Dewey, Raymond Hill]*

APPROVED THIS 13 DAY OF January, 2009

Order #73 Agenda #73

In the Matter of L C Council Resolution 09-05 – Resolution Permitting The Office of The Public Defender to pay outstanding 2008 Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution 09-05 – Resolution Permitting The Office of The Public Defender to pay outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #73 Agenda #73 (cont'd)

RESOLUTION NO. 09-05

RESOLUTION PERMITTING THE OFFICE OF THE PUBLIC DEFENDER TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

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

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

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Michael E. Deutsch	\$ 46,096.18
Jessie A. Cook	19,666.54
Dr. Peter R. DeForest	26,518.81
Dr. Joseph A. Prahlow	5,400.00
Dr. Roger L. Terry	2,000.00
Michael Dennis	8,632.67
Cheri Hodson	4,735.93
Craig Haney	9,482.70
James E. Aiken & Associates	<u>7,791.18</u>
	\$130,334.01

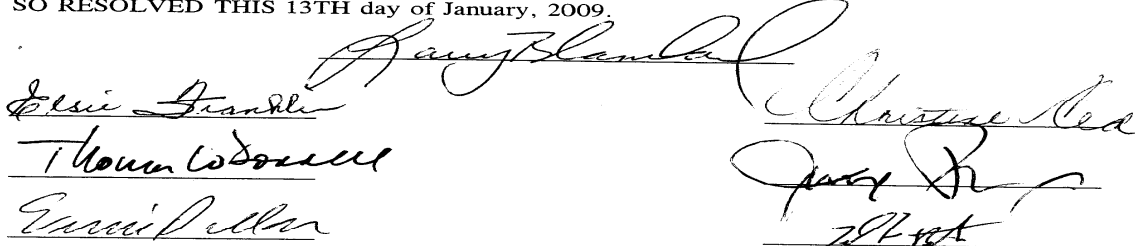
WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2008 expenses shall be paid from the Office of the Public Defender's 2009 Budget:

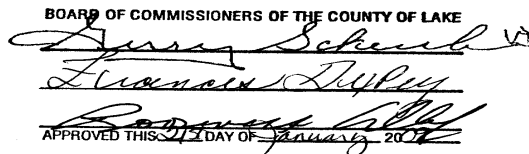
<u>001-4002-43190</u>	<u>Other Professional Services</u>
Michael E. Deutsch	\$ 46,096.18
Jessie A. Cook	19,666.54
Dr. Peter R. DeForest	26,518.81
Dr. Joseph A. Prahlow	5,400.00
Dr. Roger L. Terry	2,000.00
Michael Dennis	8,632.67
Cheri Hodson	4,735.93
Craig Haney	9,492.70
James E. Aiken & Associates	<u>7,791.18</u>
	\$130,334.01

SO RESOLVED THIS 13TH day of January, 2009.



Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
 APPROVED THIS 15 DAY OF January, 2009

Order #73 Agenda #73

In the Matter of L C Council Resolution No 09-06 – Resolution Permitting The Office of the Public Defender to pay outstanding 2008 Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution No 09-06 – Resolution Permitting The Office of the Public Defender to pay outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-06**

**RESOLUTION PERMITTING THE OFFICE OF  
THE PUBLIC DEFENDER TO PAY  
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

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

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

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Patricia Beecher	\$ 3,861.00
Arlington J. Foley	5,688.20
Derla R. Gross	2,220.73
Adrian Guzman	3,030.00
Roseann Ivanovich	4,101.26
John Maksimovich	4,272.00
James Reed	6,486.00
Robert J. Varga	4,302.00
Casale, Woodward & Buls	4,082.15
Marianna Runkle	<u>4,560.00</u>
	\$42,603.34

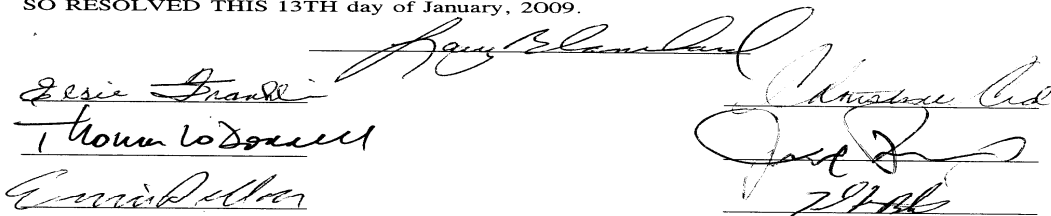
**WHEREAS**, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

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

That the following 2008 expenses shall be paid from the Office of the Public Defender's 2009 Budget:

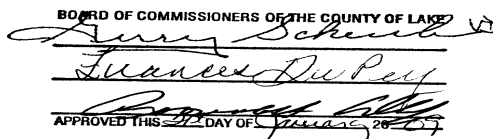
<u>001-4002-43190</u>	<u>Other Professional Services</u>
Patricia Beecher	\$ 3,861.00
Arlington J. Foley	5,688.20
Derla R. Gross	2,220.73
Adrian Guzman	3,030.00
Roseann Ivanovich	4,101.26
John Maksimovich	4,272.00
James Reed	6,486.00
Robert J. Varga	4,302.00
Casale, Woodward & Buls	4,082.15
Marianna Runkle	<u>4,560.00</u>
	\$42,603.34

SO RESOLVED THIS 13TH day of January, 2009.



Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
 APPROVED THIS 22 DAY OF January 2009

Order #73 Agenda #73

In the Matter of L C Council Resolution No. 09-07 – Resolution Permitting the Lake County Emergency Management Agency to pay an outstanding 2008 Invoice/Debt from the 2009 Budget.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution No. 09-07 – Resolution Permitting the Lake County Emergency Management Agency to pay an outstanding 2008 Invoice/Debt from the 2009 Budget. Motion passed 3-0.

**RESOLUTION NO. 09-07**

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

**WHEREAS,** the Lake County Emergency Management Agency, is currently operating in the 2009 Budget; and

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

<u>001-3500-42210</u>	<u>Petroleum Products</u>
Al Warren Oil Company, Inc.	\$ 66.24

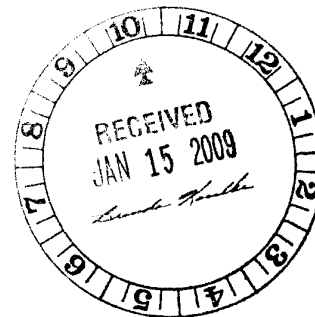
**WHEREAS,** the Lake County Council desires to transfer funds and pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That Lake County Emergency Management Agency shall pay from its 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-3500-42210</u>	<u>Petroleum Products</u>
Al Warren Oil Company, Inc.	\$ 66.24

SO RESOLVED THIS 13th day of January, 2009.



*[Handwritten signatures of Council Members]*

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Handwritten signatures of Board of Commissioners]*

APPROVED THIS 12 DAY OF January 2009

Order #73 Agenda #73

In the Matter of L C Council Resolution No. 09-08 – Resolution Permitting the Lake County Health Department to pay outstanding 2008 Invoices/Debts from the 2009 Budget.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution No. 09-08 – Resolution Permitting the Lake County Health Department to pay outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #73 Agenda #73 (cont'd)

RESOLUTION NO. 09-08

RESOLUTION PERMITTING THE LAKE COUNTY HEALTH DEPARTMENT TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Health Department is currently operating in the 2009 Budget; and

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

<u>105-5130-43235</u>	<u>Travel/Mileage</u>
Sarah Anderson	\$ 364.46
Al Booth	235.17
Virginia Christakis	314.73
Nancy Coster	389.03
Kirk Day	522.41
Patricia Duran	92.43
Paul Garrett	45.63
Warner Jean Glover	141.24
Rob Guetzloff	280.80
Ruth Grozdanich	300.11
Judith Lawrence	185.45
George O'Donnell	111.15
Jennifer Rashin	100.04
Joellen S. Trojnar	197.15
Denice Trulley	132.00
Janet Westforth	157.37
<u>105-5131-43235</u>	<u>Travel/Mileage</u>
Paula Miraldi	\$ 920.04
<u>105-5130-43232</u>	<u>Travel/Travel Registration</u>
Denice Trulley	\$ 50.00
<u>105-5130-43233</u>	<u>Travel/Lodging</u>
Denise Trulley	\$ 133.04
TOTAL:	\$ 4,672.25

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Health Department shall pay from its 2009 budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>105-5130-43235</u>	<u>Travel/Mileage</u>
Sarah Anderson	\$ 364.46
Al Booth	235.17
Virginia Christakis	314.73
Nancy Coster	389.03
Kirk Day	522.41
Patricia Duran	92.43
Paul Garrett	45.63
Warner Jean Glover	141.24
Rob Guetzloff	280.80
Ruth Grozdanich	300.11
Judith Lawrence	185.45
George O'Donnell	111.15
Jennifer Rashin	100.04
Joellen S. Trojnar	197.15
Denice Trulley	132.00
Janet Westforth	157.37
<u>105-5131-43235</u>	<u>Travel/Mileage</u>
Paula Miraldi	\$ 920.04
<u>105-5130-43232</u>	<u>Travel/Travel Registration</u>
Denice Trulley	\$ 50.00
<u>105-5130-43233</u>	<u>Travel/Lodging</u>
Denise Trulley	\$ 133.04
TOTAL:	\$ 4,672.25

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*[Signature]*  
*[Signature]*  
 APPROVED THIS 21<sup>st</sup> DAY OF January, 2009



SO RESOLVED THIS 13th day of January, 2009.  
*[Signature]*  
*[Signature]*  
*[Signature]*

Members of the Lake County Council

In the Matter of L C Council Resolution No. 09-09, Resolution Declaring an Official Intent to Reimburse Expenditures of the County Incurred during calendar year 2009 to pay Judgments and Settlements entered against the County.

DuPey made a motion, seconded by Scheub, approving L C Council Resolution No. 09-09, Resolution Declaring an Official Intent to Reimburse Expenditures of the County Incurred during calendar year 2009 to pay Judgments and Settlements entered against the County. Motion passed 3-0.

**RESOLUTION NO. 09-09**

**RESOLUTION DECLARING AN OFFICIAL INTENT TO REIMBURSE EXPENDITURES OF THE COUNTY INCURRED DURING CALENDAR YEAR 2009 TO PAY JUDGMENTS AND SETTLEMENTS ENTERED AGAINST THE COUNTY**

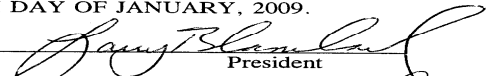
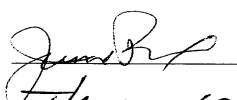
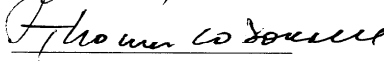


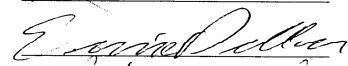
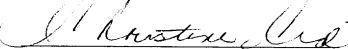
- WHEREAS,** the Lake County Council (the "County Council") expects that judgments and settlements will be entered against the County during calendar year 2009 (the "Judgments"); and
- WHEREAS,** the payment of the Judgments is an exercise of the powers of the County, is necessary, and will be to the general benefit of the County and its citizens; and
- WHEREAS,** the County reasonably expects to have to pay Judgments prior to the County issuing debt and desires to reimburse itself for the payment of the Judgments with the proceeds of debt to be incurred by the County; and
- WHEREAS,** for purposes of this Resolution, the term "debt" is intended to include tax-exempt bonds; and
- WHEREAS,** the County expects to issue, or have issued on its behalf, debt not exceeding \$2,000,000.00 in aggregate principal amount for the purpose of paying the Judgments together with expenses in connection with the issuance of the debt on account thereof; and
- WHEREAS,** the County intends that this Declaration of Official Intent to Reimburse Expenditures constitute a declaration of official intent pursuant to Treas. Reg. Sec. 1.150-2.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

SECTION 1. That the County hereby declares its official intent to reimburse expenditures for the Judgments with proceeds of debt to be incurred by the County in an amount not exceeding \$2,000,000.00 in aggregate principal amount for the purpose of paying the Judgments together with expenses in connection with the issuance of the debt on account thereof.

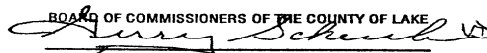
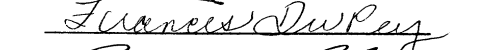
SECTION 2. This Resolution constitutes a declaration of official intent to reimburse expenditures under Treas. Reg. Sec. 1.150-2 and Indiana Code 5-1-14-6(c).

SO RESOLVED THIS 13TH DAY OF JANUARY, 2009.

  
 President  
  
  
  
  
  


Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
  
 APPROVED THIS 21<sup>ST</sup> DAY OF JANUARY 2009



In the Matter of L C Council Ordinance No. 1307B, Ordinance Establishing the Lake County Check Deception Collection Program Fund, A Non-Reverting Fund.

DuPey made a motion, seconded by Scheub, to veto L C Council Ordinance No. 1307B, Ordinance Establishing the Lake County Check Deception Collection Program Fund, A Non-Reverting Fund, with reason that the Fund used should be the General Fund instead of using a Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1307B

ORDINANCE ESTABLISHING THE LAKE COUNTY CHECK DECEPTION COLLECTION PROGRAM FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-5(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers are made; and
- WHEREAS,** the Lake County Council desires to establish by Ordinance a new fund, known as the Lake County Check Deception Collection Program Fund, a non-reverting fund for the deposit of the service charge collected by the Lake County Prosecutor's Office for making collections on dishonored checks pursuant to I.C. 35-43-5-5(e), and the Lake County Ordinance Establishing the Lake County Check Deception Collection Program Service Fee.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Check Deception Collection Program Fund (Fund) is hereby established, for the deposit of the service charge collected by the Lake County Prosecutor for making collections on dishonored checks pursuant to I.C. 35-43-5-5(e) and the Lake County Ordinance Establishing the Lake County Check Deception Collection Service Fee.
2. That the money deposited into the Fund shall be appropriated by the Lake County Council to offset salary expenses in the Lake County Prosecutor's budget, or as otherwise provided by law.
3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the

Lake County Check Deception Collection Program Fund, a non-reverting fund.

SO ORDAINED THIS 13TH DAY OF JANUARY, 2009.

*Ram Blanchard*  
President

*Eric Franklin*  
*Thomas Cooney*  
*Eric Dillon*

*Matt*  
*Christine Co*  
*James*

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Gerry Scheub*  
*Francis*  
*Barney*

THIS 21 DAY OF January 20 09  
VETOED

Order #75

In the Matter of Board of Commissioners Letter to the Indiana Utility Regulatory Commission, asking for denial of the NIPSCO Rate Increase.



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

2293 North Main Street  
Crown Point, Indiana 46307  
Phone: (219) 755-3200  
Fax: (219) 755-3064

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

January 13, 2009

Indiana Utility Regulatory Commission  
National City Center  
101 West Washington Street  
Suite 1500 E  
Indianapolis, Indiana 46204

Re: NIPSCO Rate Increase

Dear Commissioners:

The Commission is currently conducting a hearing concerning a rate increase of 16 percent requested by the Northern Indiana Public Service Company.

Now is not the appropriate time for an increase of this magnitude. Any increase should depend upon efficiencies affected by the company. This is the same standard that municipal units are currently required to meet under the tax cap legislation.

From an economic standpoint, unless there are increases in efficiency, any rate increase would be inflationary. An inflationary increase in utility rates is the last thing that the customers of the northern Indiana Public Service Company need at this time. This is especially true of those customers in Lake County, Indiana where the current recession is having such a devastating effect.

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Many residents of Lake County do not receive increases in their regular monthly income. They are on fixed pensions or receive only the minimum increase in social security benefits. For your information, the NIPSCO rate increase requested of 16 percent is almost three times the increase given by the social security system.


NIPSCO is in the energy business. For years they have focused on how to make their delivery system more cost efficient and effective. Recent consumer surveys show that NIPSCO performs poorly in providing energy.

Rate increases must be justified. The requested increase falls outside this parameter.

Sincerely,  
LAKE COUNTY BOARD OF COMMISSIONERS

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

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

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

:rmk

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## Order #76 Agenda #74

In the Matter of Appointments: Annual Appointments

Scheub made a motion, seconded by DuPey, to retain all Department Appointments as is for the year 2009. Motion passed 3-0.

Scheub made a motion on the Alcohol Beverage Commission to reappoint Ken Ruesken for one year, motion seconded by DuPey to approve.

DuPey made a motion to support Scheub's appointment of John Arvin to the Common Construction Wage Committee, to replace James Blevins who has moved out of Lake County.

DuPey made a motion, seconded by Scheub, to support the appointment of Gerry Scheub, replacing Frances DuPey, and the appointment of Joseph Pozzi to the Contractors Licensing Board. Motion passed 3-0 for all stated appointments as so mentioned above.

Scheub reads the following appointments that remain the same:

Data Board	Roosevelt Allen, Jr.
Drainage Board	Gerry Scheub
Drainage Board	Roosevelt Allen, Jr.
Drainage Board	Frances DuPey
Economic Development Commission	Mary Brown
Eleven County Drainage Board	Gerry Scheub
Emergency Management Advisory Council	Frances DuPey
Family and Children Protection Team	Kalyani Gopal
Insurance Oversight Committee	Diane Young (proxy)
Jail Oversight Committee	Gerry J. Scheub
Law Library Board	Gerry J. Scheub
Northwest Indiana Community Action Corp.	Roosevelt Allen, Jr.
Northern Indiana Commuter Transportation Dist.	Frances DuPey
Northwest Indiana Regional Planning Commission	Roosevelt Allen, Jr.
Plan Commission	Gerry J. Scheub
Plan Commission	Kenneth Huseman
Plan Commission	Dennis Miller
Private Industry Council	Danita Johnson Hughes
Private Industry Council	Barbara Corcoran
Private Industry Council	Anthony Costello
Property Tax Assessment Board of Appeals	Edward Krusa
Property Tax Assessment Board of Appeals	David Wickland
Public Defenders Board	Roosevelt Allen, Jr.
Real Estate Disposal Committee	Frances DuPey
Regional Transportation Authority	Roosevelt Allen, Jr.
Solid Waste Management Board	Gerry J. Scheub
Veterans Affairs Study Commission	Gerry J. Scheub
Zoning Appeals, Board of	Martin Kroll

DuPey made a motion, seconded by Scheub, to approve appointments as so read. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to remove Edward Charbonneau from the Land Valuation Committee and ordered same to make an appointment at a later date. Motion passed 3-0.

Scheub recommends Don Parker to replace Stanley Lukasik for the Board of Board of Zoning Appeals, DuPey supports.

Scheub recommends James Tonkovich for the Parks and Recreation Board, DuPey recommends to retain Carl Vonasch, Allen seconded the recommendation of James Tonkovich. Motion passed with 2 yes votes 1 no vote.

Scheub recommends to reappoint Tom O'Donnell to the Community Corrections Advisory Board, seconded by DuPey. Motion passed 3-0.

Scheub recommends Jani Gant as proxy appointed to the Public Records Commission, seconded by DuPey. Motion passed 3-0.

**COMMISSIONERS' APPOINTMENT LIST**

President, Board of Commissioners	Allen Jr., Roosevelt
Vice President, Board of Commissioners	DuPey, Frances

**DEPARTMENTS**

Baliff and Annex Custodian	Nutall, McKinley
Building Manager	Ombac, Dan
Commissioners' Administrative Assistant	Cole, Delvert
Commissioners' Attorney	Dull, John S.
Commissioners' Attorney, Assistant	Irak, Joseph S.
Commissioners' Attorney Assistant	Thiros, Mark A.
Equal Employment Opportunity Officer	Allen Jr., Roosevelt
Fairgrounds Superintendent	Carlson, Paul
Highway Superintendent	Malczewski, Marcus
Highway Superintendent, Assistant	Stochel, Jill
Highway Engineer	Alverson, Duane
Public Works Director	Henderson, William
Purchasing Agent	Koselke, Brenda
Veterans Service Officer	Cole, Delvert

**BOARD & COMMITTEE APPOINTMENTS**

Alcoholic Beverage Commission	Ruesken, Ken
Coastal Management Board	Allen Jr., Roosevelt
Common Construction Wage Committee	Arvin, James
Common Construction Wage Committee	Callahan, James
Community Corrections Advisory Board	Panther, Paul E.

## Order #76 Agenda #74 (cont'd)

Community Corrections Advisory Board	Cole, Heather
Community Corrections Advisory Board	White, Alma
Community Corrections Advisory Board	O'Donnell, Thomas
Community Corrections Advisory Board	Pellicciotti, Joseph M.
Community Corrections Advisory Board	Oman, Sherry
Community Corrections Advisory Board	Barber, Albert
Community Corrections Advisory Board	Shaps, Herbert I.
Community Corrections Advisory Board	Hernandez, Patty
Community Corrections Advisory Board	Holcomb, James
Community Corrections Advisory Board	Clement Jr., James
Contractors Licensing Board	Scheub, Gerry J.
Contractors Licensing Board	Pozzi, Joseph
Convention and Visitors Bureau	Mika, Violet
Convention and Visitors Bureau	Wolters, Patty
Data Board	Allen, Jr., Roosevelt
Drainage Board	Scheub, Gerry J.
Drainage Board	Allen, Jr., Roosevelt
Drainage Board	DuPey, Frances
Economic Development Commission	DuPey, Frances
Economic Development Commission	Brown, Mary
Eleven County Drainage Board	Scheub, Gerry
Emergency Management Advisory Council	DuPey, Frances
Family and Children Protection Team	Gopal, Kalyani
Grievance Review Board	White, Maurice
Health, Board of	Farley, M.D., M.S., Johann D.
Health, Board of	Radziwiecki, Thaddeus F., DPM
Health, Board of	VanBuskirk, Mark
Health, Board of	Conaway, Arlene
Health, Board of	Terpstra, Debbie
Health, Board of	Dr. Stovall, Troy
Health, Board of	Karejci, Deborah S.
Insurance Oversight Committee	Young, Diane (proxy)
Jail Oversight Committee	Scheub, Gerry J.
Judicial Nominating Commission-Dist 1	Comer, O.C.
Judicial Nominating Commission-Dist 2	Moran, Janet
Judicial Nominating Commission-Dist 3	Costa, Bobbi
Land Valuation Commission	Matonovich, John
Land Valuation Commission	Brown, William
Land Valuation Commission	Malizzo, Robert
Land Valuation Commission	<del>Charbonneau, Edward</del>
Land Valuation Commission	Wheeler, Martha
Land Valuation Commission	McDowell, Nadine
Land Valuation Commission	Adams, Hank
Law Library Board	Scheub, Gerry J.
Library Board, County	Tobin, Dennis
Library Board, Crown Point	Sera, Tom
Library Board, Crown Point	McCarroll, Theona
Library Board, East Chicago	McCraken, Gary
Library Board, Gary	Sheffield, Sadie P.
Library Board, Hammond	Maximiliano, Iglesias
Library Board, Lowell	Bruce, Mary
Library Board, Lowell	Keithley, Holly
Library Board, Whiting	Kompier, Timothy P.
Little Calumet River Basin Commission	Gurley, R. Kent
Northwest Indiana Community Action Corp.	Allen, Jr., Roosevelt
Northern Indiana Commuter Transportation Dist.	DuPey, Frances
Northwest Indiana Regional Planning Commission	Allen, Jr., Roosevelt
Northwest Indiana Workforce Board	Judith Stanton
Northwest Indiana Workforce Board	Keith Kirkpatrick
Northwest Indiana Workforce Board	Cathy Delgado
Northwest Indiana Workforce Board	Gary Miller
Parks and Recreation Board	Tonkovich, James
Plan Commission	Niemeyer, Rick
Plan Commission	Scheub, Gerry J.
Plan Commission	Huseman, Kenneth
Plan Commission	Miller, Dennis
Plan Commission	Putz, William
Plan Commission	Strong, Steve
Private Industry Council	Hughes, Danita Johnson
Private Industry Council	Corcoran, Barbara
Private Industry Council	Costello, Anthony
Property Tax Assessment Board of Appeals	Krusa, Edward
Property Tax Assessment Board of Appeals	David Wickland
Public Defenders Board	Roosevelt Allen, Jr.
Public Records Commission	Gant, Jani (proxy)
Real Estate Disposal Committee	DuPey, Frances
Redevelopment Authority	Cak, Larry
Redevelopment Authority	Sims, Stan
Redevelopment Authority	DuPey, Frances
Redevelopment Commission	Allen Jr., Roosevelt
Redevelopment Commission	Krnich, Joe
Redevelopment Commission	Purvich, Mark
Redevelopment Commission	Franklin, Elsie
Redevelopment Commission	Brezik, John
Regional Transportation Authority	Allen, Jr., Roosevelt

## Order #76 Agenda #74 (cont'd)

Solid Waste Management Board  
Veterans Affairs Study Commission  
Zoning Appeals, Board of  
Zoning Appeals, Board of

Scheub, Gerry J.  
Scheub, Gerry J.  
Parker, Don  
Kroll, Martin

## Order #77 Agenda #75

In the Matter of Comments from members of the Board of Commissioners.

DuPey, on the Northcote Avenue Bridge, We did this at our last meeting, we accepted this as public record, it is a letter from Kavadias & Associates Attorney at Law and she is the representative of the Neighborhood Committee. What this letter has asked us to do is to close the Munster Bridge. They would like a response to that, officially as to how we (Board of Commissioners) would handle that and they went out at there own cost and they got an estimate to do a bridge replacement which came at about three million dollars (\$3,000,000.00), which obviously we don't have the money and they don't have to do that, so what they're asking is that we remove the Bridge all together and the other thing is that the branches and other type of debris that has accumulated around the Bridge supports that we go in and we remove that debris and so their last sentence is we urge you to remove the Northcote Bridge, your immediate action is necessary so that the Army Corp of Engineers can implement changes to this phase of the levy, now Munster Town Council supports our Association in this matter.

DuPey, I have received nothing from the Munster Town Council that does say that they support it, but have heard comments that they're not in unanimous agreement here, but we need to add some kind of response to them and at the same time then we got from the City of Hammond over five hundred (500) signatures against closing the Bridge and I could tell you right now the City of Hammond is against closing the Bridge. I would like to make a suggestion that we could call in a company that could re-configure the Bridge in such a way that perhaps Cabela's would give some of the property they would need that would not remove any homes in the process, but that at least we could get a cost estimate on re-configuring it from its present and I'd like to get help from you guys, Scheub and Allen, in examining that proposal, could I make that a motion? Scheub, "yes", and I'll seconded. Motion to examine proposals of an estimated cost of re-configuring the Northcote Avenue Bridge passed 3-0.

Commissioners Attorney John Dull – TO DO: Commissioner Scheub, requests to have a meeting with all Elected Officials on all the Consulting Contracts for the year 2010, so we can get a handle on all of them because there are too many, and on all the Attorney Contracts, in an effort to find savings somewhere.

The following officials were Present:

Attorney John Dull  
Dan Ombac  
Brenda Koselke  
Jim Bennett  
Delvert Cole  
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, February 18, 2009 at 10:00 A.M.

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

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

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

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

ATTEST:

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