

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 by City of Hammond Fire Chief David A. Hamm.

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 7th day of August, 2009 at about 3:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 7th day of August, 2009 at about 3:45 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B

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

DuPey made a motion to add the additions that are emergencies only which are: Items 19A, 19B, and 37F. Motion out for lack of a seconded. Scheub made a motion, seconded by Allen, to approve the Additions: Item #19A – Proposal from Ellas Construction Co., Inc. for Emergency Repairs to Lake County Bridge #382, Industrial Avenue (US 231) over Norfolk South RR, CSX RR, Gary, IN. in an amount not to exceed \$13,500.00 to be ratified; Item #19B – Proposal from Indiana Reline, Inc. for Emergency Repairs for 72" Ultra-Flow Installation at Morse Street in an amount not to exceed \$16,085.00; Item #33A – AT&T Invoice No. 1-25946948TN in the amount of \$1,422,860.38; Item #37A – Declaration of Emergency in Calumet Township in Ranburn Woods in Cleveland Heights; Item #37B – Consulting Contract between MEP Findings, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$32,000.00 at the rate of \$40.00 per hour; Item #37C – Professional Services Associated with the Energy Efficiency and Conservation Block Grants (EECBG) Application and Strategic Plan Development; Item #37D – Properties that are vacant and abandoned with improvements and properties that are vacant and abandoned with improvements to be certified; Item #37E – Proposal from Long Elevator for the installation of Step Skirt Safety Brushes to the four escalators in the amount of \$39,920.00 and proposal from Long Elevator for the Passenger Elevator in the Lake County Jail Power Unit in the amount of \$44,800.00; and Item #37F – Bids for Water Sampling Analysis for the Lake County Health Department to be opened. Motion passed 2-1.

Order #3 Agenda #5D-E

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

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Final Agenda and also the Certificate of Service of Meeting Notice. Motion passed 3-0.

Order #4 Consent Agenda

In the Matter of Consent Agenda (Items: 20A, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 42, and 43A).

DuPey made a motion, seconded by Scheub, to approve the Items of the Consent Agenda (Items: 20A, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 42, and 43A). Motion passed 3-0.

Order #4 Consent Agenda #20 A-J

In the Matter of L C Highway – Certificates of Liability Insurance: (Anker Trucking, Inc., Anker Trucking, Inc., Mediacom Communications Corporation, MS Consultants LC BR #52 Workman's Comp, MS Consultants LC BR #52 General Liability, MS Consultants LC BR #77 Workman's Comp, MS Consultants LC BR #84 Workman's Comp, MS Consultants LC BR #84 General Liability, MS Consultants LC BR #77 General Liability, Sikma Plumbing Co., Inc.).

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L C Highway – Certificates of Liability Insurance: (Anker Trucking, Inc., Anker Trucking, Inc., Mediacom Communications Corporation, MS Consultants LC BR #52 Workman's Comp, MS Consultants LC BR #52 General Liability, MS Consultants LC BR #77 Workman's Comp, MS Consultants LC BR #84 Workman's Comp, MS Consultants LC BR #84 General Liability, MS Consultants LC BR #77 General Liability, Sikma Plumbing Co., Inc.). Motion passed 3-0.

Order #4 Consent Agenda #42

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.

EUROTECH SERVICES INTERNATIONAL
GULF COAST PANAMA JACK
NATIONAL SWIMMING POOL FOUNDATION
ROBERT GRANDY
OGLEAMA DAVIS
SHANNON HENDRICKS
NORTHWEST INDIANA NEUROLOGICAL ASSOCIATES, P.C.
HEFF JONES INC.-SHENANDOAH ROBE CO.
INDIANA RECLINE
HED INC.-SOUNDS AND GRAPHICS
MOUNT VITA PRODUCTIONS, LLC

Order #4 Consent Agenda #42 (cont'd)

FRANKLIN ELEMENTARY
RETSON PLASTIC SURGERY
ALZEDIAN MEDICAL CORP.
VIRGIE M. THORNTON
JENNIFER L. McCLOSKEY

Order #4 Consent Agenda #43A

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

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of January 2009. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

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

SUSPEND RULES – President Allen announces suspension of the rules, if there are no objections, to move the Northcote Bridge issue up as the next item on the Agenda, and in doing so, the Board will allow some individuals to appear before the Board to make any statements or remarks with a 2-minute limit.

Dull, makes an introductory statement, "The Board of Commissioners will take no legal action, under that Resolution, if Munster decides to shut the Bridge or if Hammond decides to shut the Bridge, if Munster wants to go to the Army Corps and have the Army Corps take the Bridge out, or whatever, this Board is going to do nothing, other than let the two communities fight it out." Thank you.

DISCUSSION

Comes now, before the Board of Commissioners of the County of Lake, Indiana, Kris Canton, Hammond City Attorney; Helen Brown, Member of the Munster Town Council; Bill Howard, Resident of Wicker Park Estates in Munster; Stan Dostatni, Hammond City Engineer; Judy Paulson, flood victim who resides on Northcote Avenue; Bob Olson, Registered Professional Engineer in the State of Indiana; Rey Candelaria deferring to Steve Anger, Technical Engineer; Elizabeth Jones, who lives by the Northcote Avenue Bridge; Rey Candelaria, Town of Munster resident; Pat Olson, Town of Munster resident and teacher and volunteer in Hammond Schools for almost forty-years, voicing their insight and suggestions on the Northcote Avenue Bridge issue and also sharing their personal experiences during the time of the 2008 Flood, seeking possible resolutions in an effort to protect their homes from another flood disaster.

Order #5 Agenda #35

In the Matter of Board of Commissioners – Resolution on Northcote Avenue Bridge (read aloud by President Allen).

Resolution No. 09-05

RESOLUTION ON NORTHCOTE AVENUE BRIDGE

Be it Resolved, that the Board of Commissioners as the County Executive of Lake County with Jurisdiction over the Lake County Highway Department will not file any legal action against the Town of Munster or the City of Hammond should that municipality decide to close off access to the Northcote Avenue Bridge from the South or from the North.

This resolution is enacted this 15th day of April, 2009

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

ROOSEVELT ALLEN, Jr.
FRANCES DuPEY
GERRY J. SCHEUB

DuPey made a motion, seconded by Scheub, to approve the resolution with all amendments, Resolution No. 09-05, a Resolution on Northcote Avenue Bridge, as so mentioned above. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to vote for this resolution. Motion passed 3-0 and the Resolution No. 09-05 is so adopted by the Board of Commissioners, County of Lake, Indiana.

RECESS.

Order #6 Agenda #6

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

The Board having previously taken the bids under advisement does hereby award Continental Electric Company, Inc., 9501 East Fifth Avenue, Gary, IN 46403, with \$9,700.00 for Electrical Improvement Work in the Lake County Clerk's Office under the Building Manager, upon a motion made by DuPey, seconded by Scheub. Motion passed 3-0.

LETTER OF RECOMMENDATION

LAKE COUNTY BOARD
OF COMMISSIONERS

ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DuPEY

April 9, 2009

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

EGCUB 1049-M

L.C. Board of Commissioners

Hon. Roosevelt Allen, Jr., President
Hon. Gerry Scheub, Commissioner
Hon. Frances DuPey, Commissioner

Re: Agenda Items

Dear Commissioners:

This letter is to inform you that I will be on vacation April 14, 2009 thru April 17, 2009.

In view of my absence to represent the Building Managers Office at the Commissioners' meeting on April 15, 2009, I am submitting the following recommendations for the following items on the agenda:

Item #6 – Proposal for electrical improvement work in the L. C. Clerk's Office.

Recommendation: Should you decide to do this project I am recommending that you accept the lowest bid. As far as who should be pay for this project, I need your advice.

Item #7 – P & S Construction Change Order No. 1 in the amount of \$3,290.00

Recommendation: I'm not sure who put this item on the agenda. Normally I don't pay Gary Courthouse projects out of the Government Center budget but whatever you decide to do I will follow.

Item #8 – Letter from the L.C. Building Manager concerning an emergency on Sunday, March 29, 2009.

Recommendation: I am submitting the report to be made as a matter of public record. I will follow-up more on this matter as soon as I receive the final bill from Hyre Electric Co. who did the emergency work.

Respectfully,

Dan Ombac

DO/bh

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 15th DAY OF April 2009

Order #6 Agenda #7

In the Matter of L C Building Manager – P & S Construction Change Order No. 1 in the amount of \$3,290.00 for painting, patching, strip and wax floors at Lake Superior Court.

DuPey made a motion, seconded by Scheub, to approve the L C Building Manager – P & S Construction Change Order No. 1 in the amount of \$3,290.00 for painting, patching, strip and wax floors at Lake Superior Court. Motion passed 3-0.

Order #6 Agenda #8

In the Matter of L C Building Manager – Letter from the Lake County Building Manager concerning an emergency on Sunday, March 29, 2009.

DuPey made a motion, seconded by Scheub, to support the L C Building Manager – Letter from the Lake County Building Manager concerning an emergency on Sunday, March 29, 2009. Motion passed 3-0.

Order #7 Agenda #9

In the Matter of L C Highway – Contract for Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek.

The Board having previously taken the bids under advisement does hereby award Ellas Construction Co., Inc., 3810 E 7th Avenue, Gary, IN 46403, with \$457,935.61 for the Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek, upon a motion made by DuPey, seconded by Scheub, with the recommendation of the L.C. Highway. Motion passed 3-0.

Order #7 Agenda #9 (cont'd)

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek 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:

ELLAS CONSTRUCTION COMPANY, INC. W/ The Guarantee Company of North America USA, in the amount of 5% of bid total, is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REPLACEMENT OF L C BRIDGE #95, 149TH AVENUE/REEDER ROAD OVER CEDAR CREEK FOR THE LAKE CO. HIGHWAY FOR \$457,935.61 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 15, 2009

FRANCES DuPEY ELLAS CONSTRUCTION COMPANY, INC.
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

LETTER OF RECOMMENDATION

April 15, 2009

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

ATTN: Roosevelt Allen, Jr.

RE: Replacement of Bridge # 95 149th/Reeder Road over cedar Creek
Recommendation to Award

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, March 18, 2009 for the Replacement of Lake County Bridge #95, 149th/Reeder Road over cedar Creek. Based upon our review of the bids, the Highway Department recommends award of the contract to Ellas Construction Co., Inc., the lowest and most responsive bidder in the amount of \$457,935.61.

The bids received are as follows:

- * Ellas Construction Company \$457,935.61
- * Dyer Construction Company \$483,607.93
- * Gariup Construction Company \$497,400.00

Marcus W. Malczewski, Superintendent
Lake County Highway Department
MWM: spz
Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson P.E., Engineer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB
FRANCES DuPEY
ROOSEVELT ALLEN, JR.
APPROVED THIS 15TH DAY OF APRIL 2009

Order #8 Agenda #10

In the Matter of L C Highway – Agreement with R.W. Armstrong & Associates, Inc. for Construction Engineering Services for Lake County Bridge No 95 Replacement Carrying 149th Avenue/Reeder Road over Cedar Creek in an amount not to exceed \$64,400.00.

DuPey made a motion, seconded by Scheub, to make this Agreement with R.W. Armstrong & Associates, Inc., on behalf of Lake County Highway Department, for Construction Engineering Services for Lake County Bridge No 95 Replacement Carrying 149th Avenue/Reeder Road over Cedar Creek in an amount not to exceed \$64,400.00 a matter of public record. Motion passed 3-0.
(SEE FILE "AGREEMENTS" FOR ORIGINAL)

Order #9 Agenda #11

In the Matter of PROPOSALS: L C Highway – Waste Disposal Services for 2009.

This being the day, time, and place for the receiving of proposals for Waste Disposal Services for 2009 for the L C Highway, the following proposals were received:

Allied Waste Services various pricing
Waste Management various pricing

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

Order #10 Agenda #12

In the Matter of L C Highway – Specifications: Sealing Cracks and Joints (Crack Sealing) for the year 2009.

DuPey made a motion, seconded by Scheub, to approve the Highway Department's Specifications for Sealing Cracks and Joints (Crack Sealing) for the year 2009, and ordered same to be advertised for receiving of bids on Wednesday, May 20, 2009, prior to 9:30 am in the L C Auditor's Office. Motion passed 3-0.

Order #11 Agenda #13

In the Matter of L C Highway – Emergency Storm Sewer Repairs, Ellsworth South of 41st Avenue. Ratification of Awards to Grimmer Construction Company in the amount of \$26,730.00.

DuPey made a motion, seconded by Scheub, to award to Grimmer Construction Company, accepting the Highway Department's recommendation of the lowest and most responsive bidder for Emergency Storm Sewer Repairs, Ellsworth South of 41st Avenue in the amount of \$26,730.00. Motion passed 3-0.

Order #12 Agenda #14

In the Matter of L C Highway – Request for selection of a consulting engineering firm to provide design engineering services for the Replacement of Lake county Bridge #273, Main Street over Cedar Creek, Lowell, IN.

DuPey made a motion recommending Floyd E. Burroughs and Associates, Inc. as the consulting engineering firm to provide design engineering services for the Replacement of Lake county Bridge #273, Main Street over Cedar Creek, Lowell, IN, Scheub seconded. Motion passed 3-0.

Order #13 Agenda #15

In the Matter of L C Highway – Amendment No. 1 Right-of-Way Acquisition Services for 45th Avenue, Phase II and III (Des No. 9980090 & Des No. 9980080) to the Agreement entered into on February 18, 2008 with American Structurepoint, Inc.

DuPey made a motion, seconded by Scheub, to approve Amendment No. 1 Right-of-Way Acquisition Services for 45th Avenue, Phase II and III (Des No. 9980090 & Des No. 9980080) to the Agreement entered into on February 18, 2008 between L C Highway and American Structurepoint, Inc. Motion passed 3-0.

Order #14 Agenda #16

In the Matter of L C Highway – Rental Agreement with Northern Equipment Company, Inc. for a Road Sweeper for a period of four to five weeks at the rate of \$2,300.00 per week not to exceed \$11,500.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Rental Agreement with Northern Equipment Company, Inc. for a Road Sweeper for a period of four to five weeks at the rate of \$2,300.00 per week not to exceed \$11,500.00. Motion passed 3-0.

Order #15 Agenda #17

In the Matter of L C Highway – County Utility Agreement with AT&T Indiana for buried telephone facilities; re: job #7318518 located at 101st & State line Road, St. John Township and SW ¼ Section 36 T35N R10W.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement with AT&T Indiana for buried telephone facilities; re: job #7318518 located at 101st & State line Road, St. John Township and SW ¼ Section 36 T35N R10W. Motion passed 3-0.

Order #15 Agenda #18

In the Matter of L C Highway – County Utility Agreement with AT&T Telephone Co., Inc. for buried Telephone Facilities; re: Project #7089009 located at W. 153rd Ave. & Clark Road, Cedar Creek Township No. ¼ Section 6 T32N R9W.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement with AT&T Telephone Co., Inc. for buried Telephone Facilities; re: Project #7089009 located at W. 153rd Ave. & Clark Road, Cedar Creek Township No. ¼ Section 6 T32N R9W. Motion passed 3-0.

Order #15 Agenda #17 (cont'd)

2196524507

engineering

09:02:08 a.m. 03-25-2009

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COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T-INDIANA Engineer: Debbie Finney
302 S. East St Phone: 219-662-4405
Crown Point, IN 46307

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
buried telephone facilities; re: job #7318518
located at 101st & State Line Rd, St. John Township and SW 1/4 Section 36 T35N
R10W.

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.

2196624507

engineering

09:02:22 a.m. 03-25-2009

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

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

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

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

Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Date of Signature March 25, 2009

Member

Recommended for Approval by:

Member

Lake County Highway Department

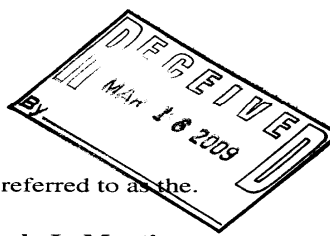
Member

Lake County Highway Department

ATTEST: Lake County Auditor

Order #15 Agenda #18 (cont'd)

COUNTY UTILITY AGREEMENT



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

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of **buried telephone facilities; RE: Project #7089009** located at **W. 153rd Ave. & Clark Rd. Cedar Creek Township NW ¼ Section 6 T32N R9W**

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

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

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

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

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

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

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

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

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

Applicant of Authorized Representative

Date of Signature

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

[Signature]
Member

[Signature]
Member

[Signature]
Member

Recommended for Approval by:
[Signature]

Lake County Highway Department

[Signature] 3-18-2009

Lake County Highway Department

ATTEST: *[Signature]*

Lake County Auditor

Order #16 Agenda #19

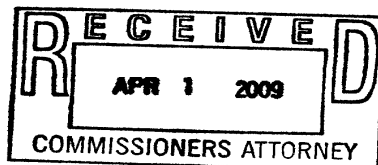
In the Matter of L C Highway – Site Lease Renewal – Lake County Highway Tower between Midwest Telecom of America, Inc. and the Board of Commissioners of the County of Lake for the period of April 15, 2009 to April 14, 2010.

DuPey made a motion, seconded by Scheub, to renew the Site Lease with Midwest Telecom of America, Inc. for the period of April 15, 2009 to April 14, 2010. Motion passed 3-0.



1567 E. 93rd Avenue
Merrillville, IN 46410
Phone (219) 650-5555
Toll Free 1-800-935-2181
Fax (219) 650-5545
www.pickmta.com

March 31, 2009



Lake County Government Center
Attorney John S. Dull
2293 North Main Street
Crown Point, IN 46307

Re: Site Lease Renewal – Lake County Highway Tower

Dear Sir:

Midwest Telecom of America, Inc. is exercising our rights to automatically renew the site lease agreement for another 12 month period beyond the original one year term with a start date of April 15, 2006. This renewal date starts April 15, 2009.

If you have any questions please feel free to contact me, Linda Meux, at the number listed above at extension 107, or MTA's President, Cary Smith at extension 103, M – F, 8:00 am – 5:00 pm.

Sincerely,

Linda Meux

Linda Meux
Accounting / Human Resources Manager
Midwest Telecom of America, Inc.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Henry Scheub
Francis DuPey
APPROVED THIS 15th DAY OF April 2009

Initiative • Accountability • Integrity • Respect

MAR-30-2009 MON 10:10 AM MTA INC

FAX NO. 219 650 5552

P. 01

**Amendment
To
MTA Site Lease
Dated April 19th, 2006**

Lessor and Lessee agree the original term of the MTA Site Lease dated April 19th, 2006 will automatically renew for consecutive terms of One (1) Year each unless either party notifies the other in writing of their desire not to renew the Site Lease at least 180 days in advance of the end of the then existing term.

LESSOR: Board of Commissioners of the County of Lake

BY: *John Dull*
NAME: John Dull
TITLE: County Attorney
DATE: 3/24/09

LESSEE: Midwest Telecom of America, Inc.

BY: _____
NAME: Cary W. Smith
TITLE: President
DATE: _____

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Henry Scheub
APPROVED THIS 15th DAY OF April 2009

ADD Order #17 Agenda #19A

In the Matter of L C Highway – Ratification of Proposal from Ellas Construction Co., Inc. for Emergency Repairs to Lake County Bridge #382, Industrial Avenue (US 231) over Norfolk South RR, CSX RR, GARY, IN, in an amount not to exceed \$13,500.00.

DuPey made a motion, seconded by Scheub, to award to Ellas Construction Co., Inc., ratification of approval for Emergency Repairs to Lake County Bridge #382, Industrial Avenue (US 231) over Norfolk South RR, CSX RR, GARY, IN, in an amount not to exceed \$13,500.00, being the lowest and most responsive bidder. Motion passed 3-0.

ADD Order #18 Agenda #19B

In the Matter of L C Highway – Proposal for Indiana Reline, Inc. for Emergency Repairs for 72" Ultra-Flow Installation at Morse Street in an amount not to exceed \$16,085.00.

DuPey made a motion, seconded by Scheub, to award to Indiana Reline, Inc., ratification of approval for Emergency Repairs for 72" Ultra-Flow Installation at Morse Street in an amount not to exceed \$16,085.00, being the sole bidder. Motion passed 3-0.

Order #19 Agenda #21

In the Matter of L C Sheriff – Request for permission to purchase Fifteen (15) Crown Victoria's from Bloomington Ford at the State QPA price of \$23,270.25 each totaling \$349,053.75 and Police Equipment for the Vehicles in an amount not to exceed \$63,843.00.

Scheub made a motion, seconded by DuPey, to give the L C Sheriff permission to purchase Fifteen (15) Crown Victoria's from Bloomington Ford at the State QPA price of \$23,270.25 each totaling \$349,053.75 and Police Equipment for the Vehicles in an amount not to exceed \$63,843.00. Motion passed 3-0.

Order #20 Agenda #22

In the Matter of L C Sheriff – Request for permission to sell Nine (9) vehicles at the 2009 Lake County Sheriff's Department Auction.

DuPey made a motion, seconded by Scheub, to give the L C Sheriff permission to sell Nine (9) vehicles at the 2009 Lake County Sheriff's Department Auction and ordered for the Sheriff's Department to notify the Board of Commissioners of the date of auction. Motion passed 3-0.

Order #21 Agenda #23

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

The Board having previously tabled this item does hereby approve the L C Community Corrections – Amendment #3 to the Agreement entered into on July 1, 2007 for the period continuing through June 30, 2009 with the Indiana Department of Correction in the amount of \$95,470.00, upon a motion made by Scheub, seconded by DuPey. Motion passed 3-0.
(SEE FILE "AGREEMENTS" FOR COPY OF ORIGINAL)

Order #22 Agenda #24

In the Matter of L C Auditor and Treasurer – SRI Services Master Agreement between SRI, Incorporated and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor and Lake county Treasurer for the Tax Sale, Tax Sale Support Services Addendum and 2009 Tax Sale Work Plan Lake County.

DuPey made a motion, seconded by Allen, to support the SRI Services Master Agreement between SRI, Incorporated and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor and Lake county Treasurer for the Tax Sale, Tax Sale Support Services Addendum and 2009 Tax Sale Work Plan Lake County. Motion passed 2-1.

Order #22 Agenda #24 (cont'd)

SRI SERVICES MASTER AGREEMENT

THIS AGREEMENT, executed on this 15th day of April, 2009, is entered into between SRI, Incorporated ("SRI") an Indiana Corporation, 8082 Bash Street, Indianapolis, Indiana 46250, and LAKE County, Indiana by and through its Board of Commissioners (the "County") 2293 North Main St, Crown Point, IN 46307. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, SRI and the County hereby agree as follows:

1. **Services To Be Performed.** Contemporaneously with the execution of this Agreement, the County shall execute an addendum for each service program selected by the County to be performed by SRI and return each signed addendum as an attachment to this Agreement. The County may subsequently select any other service program to be performed by SRI by executing and forwarding the appropriate program addendum or addenda to SRI. No such subsequently executed addendum shall be effective until accepted by SRI. Each addendum, whether executed contemporaneously herewith or subsequent to the date hereof, is incorporated into and made a part of this Agreement upon acceptance by SRI and, unless otherwise stated in such addendum, is subject to all applicable terms and conditions of this Agreement. (This Agreement and all addenda executed by the County and accepted by SRI are hereinafter collectively referred to as the "Agreement"). County Attorney may consult with SRI legal counsel regarding matters related to the tax sale, IC 6-1.1-24 and 25.

2. **Timing Of Performance.** SRI will commence providing the services described in this Agreement on April 15, 2009, or such later date as may be set forth in any addendum or

-1-

addenda executed by County and accepted by SRI subsequent to the date hereof (the "Beginning Date").

3. **Fees And Expenses.** Each addendum attached to and made a part of this Agreement sets forth the amounts payable to SRI for the services provided to the County under this Agreement. The County hereby agrees to pay to SRI all such amounts in the manner set forth in each such addendum. SRI invoices will not exceed the amount of fees collected by the County for SRI services.

4. **Term Of Agreement.** Unless sooner terminated by SRI or the County pursuant to the terms of this paragraph 4, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. Further, either party may terminate this Agreement during the term hereof after giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that neither party may provide such written notice indicating its intention to terminate this Agreement prior to the expiration of a ninety (90) day period commencing on the Beginning Date.

5. **Information To Be Provided By County.** The County hereby agrees to provide SRI in a timely manner with all reports, data and information as requested by SRI and further agrees that SRI may rely on all such reports, data and information in performing the services set forth herein and in all addenda made a part hereof.

6. **Limitation Of Liability.** The County hereby agrees that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the County or its agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of SRI. SRI will upon request provide the County with a copy of its current Errors and Omissions policy.

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Order #22 Agenda #24 (cont'd)

7. **Right To Contract.** SRI and the County each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable law.** This Agreement shall be governed and interpreted by the laws of the state of Indiana.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

-3-

13. **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

14. **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

15. **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

16. **Amendments And Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

17. **Confidential and Proprietary Information.** SRI recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. SRI 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, firm, corporation, association or other entity for any reason or purpose whatsoever, unless required by law or upon obtaining the prior written consent of the County. In the event of a breach, whether actual or anticipated, by SRI of the provisions of this paragraph 17, the County shall be entitled to an injunction or other legal or equitable remedy pursuant to which SRI shall

-4-

Order #22 Agenda #24 (cont'd)

be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information.

Date signed: 3-31-09
Peggy McKeown
Lake County Auditor

John Tetala
Lake County Treasurer

SRI, Incorporated

By: *James E. Hughes*
Printed: James E. Hughes
Its: President
Date: 3-31-09

LAKE County, Indiana
by and through its BOARD OF
COMMISSIONERS

By: ~~BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE~~
Printed: ~~*Francis D. Dufay*~~
Its: ~~*Francis Dufay*~~
Date: ~~APPROVED THIS 15th DAY OF April 2009~~

TAX SALE SUPPORT SERVICES ADDENDUM

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and Lake County; the undersigned (the "County"), the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of the Agreement and this Addendum, tax sale support services more specifically described in the following:

1. **Description of Services.**

- (a) From various reports, data and information to be provided by the County Auditor and the County Treasurer, SRI will:
 - (i) prepare a list of properties for which taxes and/or special assessments are delinquent;
 - (ii) receive a list of properties designated as vacant and abandoned and prepare said list separate from the list in (1)
 - (iii) prepare all notices for mailing, publication and posting as required by statute;
 - (iv) prepare all updated lists as required by statute;
 - (v) prepare all forms and records as prescribed or approved by the State Board of Accounts;
 - (vi) Clerk the tax sale and record disposition of all properties offered for sale;
 - (vii) update the tax sale record for all redemptions or deeds issued; and
 - (viii) provide any and all other services as agreed to pursuant to a work plan presented to and approved by the County Auditor and County Treasurer (the "Work Plan")

Order #22 Agenda #24 (cont'd)

- (b) The County through the County Auditor and County Treasurer, respectively as their duties require, shall provide:
 - (i) a list of properties designated by the county executive as vacant and abandoned
 - (ii) all necessary information and records as requested by SRI to prepare the required lists;
 - (iii) review of all information prepared for accuracy;
 - (iv) updates as required by statute and reasonably requested by SRI;
 - (v) and file all petitions with the Court as required by statute, and
 - (vi) all documents, information and assistance as agreed to in the Work Plan.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to bill each property owner a fee of sixty-five Dollars (\$65.00) for each parcel listed on the Certified List as a "cost of sale" as provided in I.C. § 6-1.1-24-2(a)(3)(d)(ii) (the "Service Fee"). The Service Fee shall be collected by the County on all parcels included on the Certified List and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The County shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the Certified List as provided in the Work Plan, beginning on the Effective Date. In addition to collecting the Service Fee, the County shall be responsible for and pay all costs of publication and all postage costs related to the mailing of any notice required by statute.

3. **Disclosure of Information.** SRI recognizes and acknowledges that it will have access to certain confidential information of Customer and such other entities. SRI will not during, or after, the term

of this Agreement, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the Customer. In the event of a breach or a threatened breach by SRI of the provisions of this paragraph, the Customer shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective April 15, 2009 (the "Effective Date").

Recommended by:

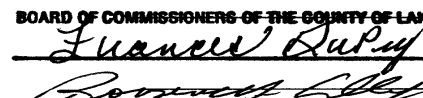
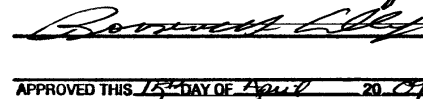

Lake County Auditor


Lake County Treasurer

Lake County, Indiana
By and through its BOARD OF COMMISSIONERS

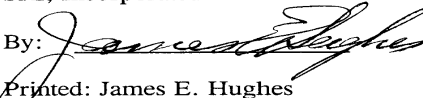
By: _____

Printed: **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

Its: 


Date: **APPROVED THIS 15th DAY OF April 20 09**

ACCEPTED:
SRI, Incorporated

By: 
Printed: James E. Hughes
Its: President

Date: 3-31-09

Order #22 Agenda #24 (cont'd)

2009 TAX SALE WORK PLAN
LAKE COUNTY

This work plan is prepared pursuant to the Tax Sale Support Services Addendum 1 (a) (vii) to further define the responsibilities of the county auditor, county treasurer and SRI to fulfill the intent of the SRI Services Master Agreement with addendum executed by the County Board of Commissioners.

The agreement of the undersigned agree that they will individually and collectively perform or cause to have performed by employees of their organization the actions defined herein which are required to execute the county tax sale in compliance with IC 6-1.1-24 and IC 6-1.1-25. The specific actions required are:

1. The treasurer will certify properties eligible for tax sale as defined in IC 6-1.1-24-1 (a). The treasurer further agrees to collect the fee to be paid to SRI for the tax sale services included in the contract signed by the county commissioners on and after the effective date of the contract.
2. The treasurer will identify the properties certified to the county auditor by the county executive as provided in IC 6-1.1-24-1(a)(2) that are deemed Vacant or Abandoned not later than 61 days before the scheduled date to file the application for judgment and order for the sale. Such properties will be offered on a separate sale with separate advertising and a separate list for the application for judgment and order for sale. All conditions of this work plan applies to both treasurers sales.
3. The auditor and/or treasurer will provide property locations, identify property owners to be removed due to bankruptcy, ownership transfers, and address corrections. If property locations are not available directly from the auditor, the township assessors will be asked to complete the information as required by statute.
4. SRI will prepare the notice required by IC 6-1.1-24-4. Such notice will be approved by the county auditor for content of notice. SRI will prepare the notice with delinquent data for each property and apply postage for mailing certified with return receipt. County will pay postage based on SRI invoice. Where the owner's name and address is exactly the same, the notices will be combined into one envelope to save postage costs. Postage will be paid to SRI prior to mailing. SRI will provide the notice forms and other supplies for preparing and mailing the notice.

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SRI will return evidence of mailing with certified mail # and receipted copy of USPS form 3811.

Certified Mail Process 2009 — The IC 6-1.1-24.4 requires a notice be mailed to the owner of record by certified mail with return receipt requested. In addition a first class notice will be mailed first class to all owners where a signed receipt for the certified was not returned. If there is a better address provided to SRI either as a forwarding order or through some other means, SRI will mail an additional certified mail return receipt requested notice. When the auditor provides an alternative address, SRI will mail a notice first class to the owner or certified mail at the auditor's discretion. If the auditor requests additional mailing to the occupant of the property, SRI will mail a first class letter to the occupant. If the auditor requests the sheriff or other party to post the notice on the property, SRI will prepare the notice on a form suitable for outside posting.

An electronic copy of each certified returned, signed or unsigned, will be placed on the SRI tax sale system available to the auditor and treasurer for reference and copying. The returned card signed or unsigned will be returned to SRI and subsequently will be returned to the county when requested by the auditor. The USPS form 3817 will be prepared and filed for the county as evidence of this mailing.

An electronic image of each certified mail returned will be placed on the Internet based SRI/County Tax Sale Management System for viewing within 1 day of receiving the returned documents. A report will be available in the Tax Sale Management System that lists the returned mail on a daily basis. The purpose of the report is to eliminate the 'bulk' nature of the requests for new addresses and allow the County User the flexibility to determine the frequency of the report. The County User will be able to determine the frequency of the report. The County User will be able to specify the date range for this report. There will also be a link on the report for the County User to be able to view the image. This will serve as the information source for the auditor or treasurer to answer inquiries from taxpayers regarding notices to owners.

5. Treasurer agrees to update certified lists with payments made after list is certified until commencement of the tax sale.
6. SRI will prepare the advertising information to place in the local newspapers as required by IC 6-1.1-24-3. SRI will cooperate with the local papers with respect to ad formats and publishing deadlines.
7. One day prior to the day the application for judgment is filed, the county treasurer shall notify SRI and the county auditor that all of the tracts of real property which have been paid in full have been entered in the SRI Internet Tax Sale System.

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Order #22 Agenda #24 (cont'd)

SRI will prepare a list of properties where the amount due before the sale has not been paid and submit this list along with an "Application for Judgment and Order of Sale" to the auditor and treasurer. The Application shall be submitted jointly by the county treasurer and auditor to the required court of jurisdiction. The treasurer and auditor shall make and subscribe an affidavit attesting to the accuracy of the list submitted to the court.

- 8. After issuance of the Order of Sale, SRI will perform the duties of the treasurer for the conduct of the sale and SRI will perform the duties of the auditor, defined as "clerk of the sale". The auditor and treasurer agree to conduct the sale as defined by SRI in its procedures submitted to the auditor and treasurer. Reports required of the auditor and treasurer after the sale shall be delivered as soon as payments are complete and financial records balanced.

These reports are:

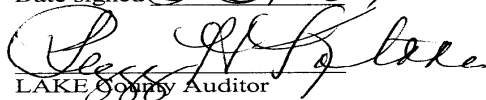
- Auctioneer Worksheet- Prepared prior to the sale.
- Tax Sale Certificate- Prepared at time of bid closing on each property.
- Bid Verification and Receipt- Prepared at time of bid closing on each property.
- Property Cash Report
- Property Tax Sale Buyer List
- Owner buyer Report
- SRI Form 137 for all properties sold on the sale.

- 9. SRI will serve as the auctioneer on the day of the sale or conduct the sale through the SRI internet auction system as authorized by the treasurer and auditor. SRI will conduct the sale of Vacant and Abandoned property as a separate sale pursuant to Indiana law for those properties set forth as # 2 herewith.
- 10. SRI will prepare and submit to the auditor a completed SBA approved form 137 to be filed as the permanent record of the tax sale.
- 11. Auditor agrees to use the SRI Tax Sale System for updates and redemptions after the sale.
- 12. SRI agrees to respond to all tax sale questions of process from the auditor and treasurer. Legal questions will be referred to the county attorney.

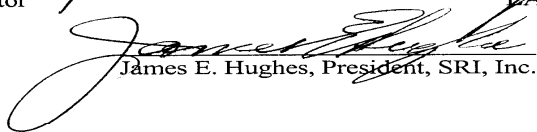
The undersigned agree to perform the required actions necessary to meet the legal requirement of the County tax sale. The undersigned further agree to prepare necessary documents, reports, or provide information as defined in procedures of the county or by SRI in the conduct of the annual tax sale.

We, the undersigned, have reviewed the above referenced workplan and hereby agree to SRI performing all services as outlined therein.

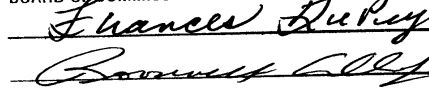
Date signed 3-31-09


LAKE County Auditor


LAKE County Treasurer


James E. Hughes, President, SRI, Inc.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 15th DAY OF April 20 09

Order #23 Agenda #25

In the Matter of L C Fairgrounds – BIDS: Construction of Three (3) more of less new handicap accessible fishing piers at Fancher Lake.

The Board having previously taken the bids under advisement does hereby award Gariup Construction Company, 3965 Harrison St, Gary, IN 46408, with \$100,00.00 for the Construction of Three (3) more of less new handicap accessible fishing piers at Fancher Lake, upon a motion made by DuPey, seconded by Scheub, with the recommendation of Attorney John Dull and the Fairgrounds Superintendent, Paul Carlson. Motion passed 3-0.
LETTER OF RECOMMENDATION

April 7, 2009

Dear Commissioners:

The Lake County Fairgrounds is requesting approval to award Gariup Construction Co., who was the lowest bidder, for the Fancher Lake Project, a pier construction contract in an amount not to exceed \$100,000.00. Gariup Construction Co. shall agree to follow the grant guidelines and budget.

This project is part of the Lake Michigan Coastal Program Grant; The Indiana Dept. of Natural Resources has approved the plan to modify the pier construction design to reduce pier construction cost.

The Lake Michigan Coastal Program Grant and Gaming Funds (196-2900) are funding this Project.

Thank you,
Paul Carlson

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Roosevelt Allen Jr.
Gerry Scheub
Frances DuPey
APPROVED THIS 15TH DAY OF April 2009

Order #23 Agenda #26

In the Matter of L C Public Defender, Conflicts Division – Consulting Contract with Yolanda S. Lewis Holden for Attorney Services for the period of April 15, 2009 to December 31, 2009 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between L C Public Defender, Conflicts Division and Yolanda S. Lewis Holden for Attorney Services for the period of April 15, 2009 to December 31, 2009 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR ORIGINAL)

Order #24 Agenda #27

In the Matter of L C Emergency Management Agency – Lake County Homeland Security/Emergency Management Agency Proclamation Authority.

DuPey made a motion, seconded by Scheub, to approve the Lake County Homeland Security/Emergency Management Agency Proclamation Authority. Motion passed 3-0.

**LAKE COUNTY HOMELAND SECURITY/
EMERGENCY MANAGEMENT AGENCY
PROCLAMATION AUTHORITY**

Whereas, Lake County Indiana has been or is immediately threatened by a natural/manmade/technological hazard, and;

DATE: March 8, 2009 & Continuing **TIME:** _____

SITUATION ASSESSMENT: Wind/Flooding

DURATION OF HAZARD: March 8, 2009 & Continuing

Now, there, we the Lake County Board of Commissioners, declare that a state of emergency exists in the county and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance to this proclamation, to be in full force and effect in the county for the exercise of all necessary emergency authority for protection with a minimum of interruption.

Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Section 10-4-1-23 of the Indiana Code.

All public officers and employees of Lake County are hereby directed to exercise the utmost diligence in the discharge of duties of them for the duration of the emergency and in execution of emergency laws, regulations, and directives-----state and local.

All citizens are called upon and directly complies with necessary emergency measures, to cooperate with public officials and disaster services forces in execution emergency operations plans, and obeys and complies with the lawful directions, which properly identifies officers.

All operation forces will direct their communications and requests for assistance and operations directly to the Emergency Operating Center.

In witness, whereof, we have hereunto set out hand this 15th day of April, 20 09

Roosevelt Allen, Jr., President, Lake County Commissioners

Fran DuPey, Lake County Commissioner

Gerry Scheub, Lake County Commissioner

Order #25 Agenda #28

In the Matter of L C Board of Elections and Registration – Agreement with the Sidwell Company for Professional Geographic Information Systems Services in an amount not to exceed \$59,000.00.

Scheub made a motion, seconded by DuPey, to approve and ratify the Agreement between the L C Board of Elections and Registration and the Sidwell Company for Professional Geographic Information Systems Services in an amount not to exceed \$59,000.00. Motion passed 3-0.
(SEE FILE "AGREEMENTS" FOR ORIGINAL (10PGS))

Order #26 Agenda #29

In the Matter of L C Circuit Court – Consulting Contract with Thomas K. Hoffman for Mental Health Commitment Counsel Services for the year 2009 in an amount not to exceed \$19,800.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between L C Circuit Court and Thomas K. Hoffman for Mental Health Commitment Counsel Services 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.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 15th day of April, 2009 effective from January 1, 2009 to December 31, 2009 by and between Thomas K. Hoffman, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CIRCUIT COURT (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

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

MENTAL HEALTH COMMITMENT COUNSEL

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

Order #26 Agenda #29 (cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Nineteen Thousand Eight Hundred Dollars (\$19,800.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Circuit Court's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant,

2

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

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

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Order #26 Agenda #29 (cont'd)

agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

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

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

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

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

THOMAS K. HOFFMAN ATTORNEY AT LAW ONE PROFESSIONAL CENTER SUITE 306 CROWN POINT, IN 46307 (219) 662-0165

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.
ROOSEVELT ALLEN, JR.

Frances Dupey
FRANCES DUPEY

Gerry J. Scheub
GERRY J. SCHEUB

CONSULTANT

Thomas K. Hoffman
THOMAS K. HOFFMAN ATTORNEY AT LAW

ATTEST:
Peggy Katona
PEGGY KATONA, LAKE COUNTY AUDITOR

Order #26 Agenda #30

In the Matter of L C Circuit Court – Consulting Contract with Bruce A. Kotzan for Attorney Services concerning the Implementation of the Indian Supreme court's Caseload Plan, Institute & Implement Administrative Rules for the year 2009 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between L C Circuit Court and Bruce A. Kotzan for Attorney Services concerning the Implementation of the Indian Supreme court's Caseload Plan, Institute & Implement Administrative Rules for the year 2009 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 15th day of April, 2009 effective from January 1, 2009 to December 31, 2009 by and between Bruce A. Kotzan, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CIRCUIT COURT (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

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

**IMPLEMENT THE INDIANA SUPREME COURT'S CASELOAD PLAN
INSTITUTE & IMPLEMENT ADMINISTRATIVE RULES**

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

Order #26 Agenda #30 (cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Circuit Court's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant,

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

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

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Order #26 Agenda #30 (cont'd)

agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

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

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

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

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

BRUCE A. KOTZAN ATTORNEY AT LAW 4111 WASHINGTON BLVD. INDIANAPOLIS, IN 46205 (217) 631-3100

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.
ROOSEVELT ALLEN, JR.
Frances Dupey
FRANCES DUPEY
Gerry J. Scheub
GERRY J. SCHEUB

CONSULTANT
Bruce A. Kotzan
BRUCE A. KOTZAN ATTORNEY AT LAW
ATTEST:
Peggy Katona
PEGGY KATONA, LAKE COUNTY AUDITOR

Order #27 Agenda #31 A-B

In the Matter of L C Data Processing – Property Disposal Request: A. Criminal Probation, B. Lake County Prosecutor.

Scheub made a motion, seconded by DuPey, to approve the property disposal for Lake County Criminal Probation and Lake County Prosecutor under L C Data Processing. Motion passed 3-0.

ADD Order #28 Agenda #27A

In the Matter of L C Emergency Management Agency – Contract for Legal and Consulting Services with David J. Sims for Attorney Services for the year 2009 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Allen, to approve the Legal and Consulting Services Contract between L C Emergency Management Agency and David J. Sims for Attorney Services for the year 2009 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour. Motion passed 2-1.

CONTRACT FOR LEGAL AND CONSULTING SERVICES

THIS AGREEMENT, entered into on this 15th day of April, 2009 effective from January 1, 2009, to December 31, 2009, by and between DAVID J. SIMS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

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

LAKE COUNTY EMERGENCY MANAGEMENT AGENCY

- B. Consultant shall devote such hours as are necessary to perform the services listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant will be responsible to provide legal services to the Lake County Emergency Management Agency, the Local Advisory Council created pursuant to I.C. 10-4-1, et seq. and the Board of Commissioners. The Consultant shall further be responsible to represent these agencies when called upon to do so at various public Meetings and functions, including the presentation of the budgets of said agencies to the Lake County Council for consideration and adoption. The Consultant shall also be responsible to provide legal services to the Director of

ADD Order #28 Agenda #27A (cont'd)

Emergency Planning, as selected by the County.

F. Consultant shall include the following detailed information on invoices:

- I. Indicate date of service.
- II. Specify activities in detail to include with whom Consultant met and what work was done.
- III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 p.m. to 11:35 p.m.).
- IV. Quantify this by tenths of hours (.10 = 6 minutes).

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Agreement.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) per calendar year for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for the expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Emergency Management Agency's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and Consultant, shall be incorporated in a written amendment to this Agreement.

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party of such termination and specifying the effective date of termination.

7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this Contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this Contract, as so modified, will still conform to the terms and requirements of pertinent laws.

9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

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10. **Completeness of Contract.** This Contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this Contract that in regards to its operations:

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

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ADD Order #28 Agenda #27A (cont'd)

- F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this Agreement.

15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in the representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.

16. **Miscellaneous Provisions.**

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

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

18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3

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are incorporated as part of this Contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the Official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight percent (8%) interest.

19. **Information Availability.**

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

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

DAVID J. SIMS
11108 W. 133rd Ave.
P.O. BOX 88
CEDAR LAKE, IN 46303
(219) 374-6264

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ADD Order #28 Agenda #27A (cont'd)

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

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Gerry J. Scheub
GERRY J. SCHEUB

FRANCES DUPEY

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

CONSULTANT

David J. Sims
DAVID J. SIMS

ATTEST

Peggy Holzinga Katona
PEGGY HOLZINGA KATONA
LAKE COUNTY AUDITOR

LAKE COUNTY EMERGENCY MANAGEMENT AGENCY

Jodi Richmond
JODI RICHMOND, DIRECTOR

C:/LawFiles/Icem/Contract2009

ADD Order #29 Agenda #33A

In the Matter of E-9-1-1: AT&T Invoice No. 1-25946942TN in the amount of \$1,422,860.38.

DuPey made a motion, seconded by Scheub, to approve the E-9-1-1: AT&T Invoice No. 1-25946942TN in the amount of \$1,422,860.38. Motion passed 3-0.

Order #30 Agenda #34

In the Matter of BIDS: Contract for General Construction for Gary Magistrate Court Room 4th Floor.

The Board having previously taken the bids under advisement does hereby reject the bid received from, the low bidder, Pollard Construction, Inc. 4802 Alexander Avenue, East Chicago, IN 46312 for having no bid bond, upon a motion made by Scheub, seconded by DuPey. Motion passed 3-0. Scheub made a motion, seconded by DuPey, to award the contract to the next lowest bidder, Precision Builders, Inc. 2801 W. 9th Avenue, Gary, IN 46404, with \$143,324.00 for General Construction for Gary Magistrate Court Room 4th Floor. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for General Construction for Gary Magistrate Court Room 4th Floor for the L C Board of Commissioners, 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:

PRECISION BUILDERS, INC. W/ UNITED FIRE & CASUALTY CO. in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GENERAL CONSTRUCTION FOR GARY MAGISTRATE COURT ROOM 4TH FLOOR FOR \$143,324.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 15, 2009

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

PRECISION BUILDERS, INC.

Order #30 Agenda #34 (cont'd)

LETTER OF RECOMMENDATION

Accurate Sales & Consultants
2032 Ashbury
Schererville, IN 46375
Phone 219 545 5436 Fax 219 322 1979
Email culco@att.net

March 26, 2009

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

Attention: President Roosevelt Allen

Subject: Bid opening for Lake County Magistrate Court Room
Fourth Floor Gary, IN

President Allen:

The bids that were opened at the March 18, 2009 at the Commissioners meeting were taken under advisement. After my review the low bidder Pollard Construction Inc. did not have a bid bond with their bid so I recommend we reject their bid and go to the next lowest bidder Precision Builders Inc. who met the requirements for bidding this project.

Precision Builders Inc.	Total Bid \$143,324.00
Pollard Construction Inc.	Total Bid \$141,462.42

Respectfully Submitted,

C. Michael Cullom
Project Manager

Cc: Commissioner Gerry Scheub
Commissioner Fran DuPey

Order #31 Agenda #36

In the Matter of Commissioners' Quit-Claim Deed – Gretchen & Frank J. Spolnik.

DuPey made a motion, seconded by Scheub, to support the Commissioners' Quit-Claim Deed, recommended by Commissioners' Attorney John Dull, to release, quit-claim, and convey to: Gretchen & Frank J. Spolnik, Property ID#-45-02-25-251-037.000-023, Newmans Add. L.43. Motion passed 3-0.

Order #32 Agenda #37

In the Matter of Quit-Claim Deed from Jeanne Getz Pallos, Robert L. Getz and James A. Getz to the Lake County Commissioners.

DuPey made a motion, seconded by Scheub, to approve the Quit-Claim Deed, recommended by Commissioners' Attorney John Dull, of Jeanne Getz Pallos, Robert L. Getz and James A. Getz, as Joint Tenants in Common, Release and Quit-Claim to the Lake County Board of Commissioners, Property ID# 45-09-19-427-013.000-020. Motion passed 3-0.

ADD Order #33 Agenda #37A

In the Matter of Declaration of Emergency in Calumet Township Ranburn Woods in Cleveland Heights.

Scheub made a motion, seconded by DuPey, to ratify the Declaration of Emergency in Calumet Township Ranburn Woods in Cleveland Heights. Motion passed 3-0.

ADD Order #33 Agenda #37A

DECLARATION OF EMERGENCY

WHEREAS, the Board of Commissioner of the County of Lake is the County Executive;

WHEREAS, the County Executive has the authority to declare emergencies;

WHEREAS, an emergency exists in that area in Calumet Township in Ranburn Wood in Cleveland Heights;

WHEREAS, the emergency exists due to excessive ground water that is causing flooding in numerous basements of occupied residential homes;

WHEREAS, the excessive ground water is producing a health hazard and causing damages to foundations;

WHEREAS, the Commissioner's through Commissioner Allen have obtained a grant to address ground water and flooding in that area;

WHEREAS, the grant money is forthcoming and not yet here;

WHEREAS, the emergency exists now;

NOW THEREFORE, the Board of Commissioners through the County of Lake declare this situation to be an emergency because of health and physical property damage and hereby authorize pre-grant expenditures to address the emergency in the specified area.

Lake County Board of County Commissioners

By: Gerry Scheub
Commissioner Gerry Scheub

Dated: 4-9-09

By: Roosevelt Allen, Jr.
Commissioner Roosevelt Allen, Jr.

Dated: 4/9/09

By: Frances DuPey
Commissioner Frances DuPey

Dated: 4-9-09

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Gerry Scheub
Frances DuPey
Roosevelt Allen, Jr.
RATIFIED THIS 15th DAY OF APR 20 09

ADD Order #34 Agenda #37B

In the Matter of Consulting Contract between MEP Findings, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$32,000.00 at the rate of \$40.00 per hour.

Scheub made a motion, seconded by Allen, to table this item for further review. Motion passed 2-1.

ADD Order #35 Agenda #37C

In the Matter of Professional Services Associated with the Energy Efficiency and Conservation Block Grants (EECBG) Application and Strategic Plan Development.

Scheub made a motion, seconded by DuPey, to approve the Professional Services Associated with the Energy Efficiency and Conservation Block Grants (EECBG) Application and Strategic Plan Development. Motion passed 3-0.

ADD Order #36 Agenda #37D

In the Matter of Properties that are Vacant and Abandoned without improvements and properties that are Vacant and Abandoned with improvements to be certified.

ADD Order #36 Agenda #37D (cont'd)

Scheub made a motion, seconded by Allen, to approve the certification of Properties that are Vacant and Abandoned without improvements and properties that are Vacant and Abandoned with improvements, Homesteads to be removed by the Auditor. Motion passed 2-0, DuPey abstain.

ADD Order #37 Agenda #37E

In the Matter of Proposal from Long Elevator for the Installation of Step Skirt Safety Brushes to the Four Escalators in the amount of \$39,920.00 and Proposal from Long Elevator for the Passenger Elevator in the Lake County Jail Power Unit in the amount of \$44,800.00.

DuPey made a motion, seconded by Scheub, to support the Proposal from Long Elevator for the Installation of Step Skirt Safety Brushes to the Four Escalators in the amount of \$39,920.00 and Proposal from Long Elevator for the Passenger Elevator in the Lake County Jail Power Unit in the amount of \$44,800.00. Motion passed 3-0.

ADD Order #38 Agenda #37F

In the Matter of BIDS: Water Sampling Analysis for the Lake County Health Department.

This being the day, time, and place for the receiving of bids for Water Sampling Analysis for the Lake County Health Department, the following bids were received:

Alverno Clinical Laboratories, LLC	\$35.00/samples
Microbac laboratories, Inc.	\$104,125.00 (\$15.00 & \$13.00 samples)

Scheub made a motion to take the bids under advisement. Motion denied, for lack of a seconded.

DuPey made a motion recommending approval of Microbac Laboratories, Inc.'s bid, Scheub seconded, for Water Sampling Analysis for the Lake County Health Department, being the lowest bidder in the amount of \$104,125.00. Motion to award, passed 3-0.

Order #39 Agenda #38A

In the Matter of Review and Approval of Minutes, Regular Meeting , Wednesday, January 21, 2009.

Scheub made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, January 21, 2009, Regular Meeting. Motion passed 3-0.

Order #39 Agenda #38B

In the Matter of Review and Approval of Minutes, Regular Meeting , Wednesday, February 18, 2009.

Scheub made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, February 18, 2009, Regular Meeting. Motion passed 3-0.

Order #39 Agenda #38C

In the Matter of Review and Approval of Minutes, Special Meeting , Monday, March 9, 2009.

Scheub made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Monday, March 9, 2008, Special Meeting. Motion passed 3-0.

Order #40 Agenda #39

In the Matter of Lake County Expense Claims to be allowed Wednesday, April 15, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, April 15, 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.

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

Order #41 Agenda #40

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 CORONER	W/	Landauer, Inc.
L C BOARD OF ELECTION AND REGISTRATION	W/	Chester Inc.
L C SUPERIOR COURT JUVENILE DIVISION	W/	Chester Inc.
L C SUPERIOR COURT/CRIMINAL DIVISION	W/	Sprint Nextel Communications
L C SHERIFF DEPT.	W/	Stericycle, Inc.
L C SURVEYOR	W/	Allard Rental Corporation
L C SURVEYOR	W/	Advanced Imaging Solutions, Inc.
L C HIGHWAY	W/	Tri-Electronics

Order #42 Agenda #41

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 3-0.

Order #42 Agenda #41 (cont'd)

Vernessa Smith	Approved for December/ Denied for November
Joycestine Tyler	Approved for NIPSCO/Denied for Rent
Lemmuel Carson	Denied
Angela Boatner	Denied
Sylnester Cason	Denied
Jennifer Cotton	Denied for appellant's failure to appear
LaDonna Scott	Denied for appellant's failure to appear
Vanessa Mister	Remanded to township for further consideration and review
Joyce Ewing	Denied for appellant's failure to appear
Larry Brooke	Denied
Charnelle Bradshaw	Denied
Gwendolyn Hampton	Denied for appellant's failure to appear
Randall Poole	Denied for appellant's failure to appear
Andrea Lawrence	Denied for appellant's failure to appear
Charles Owen	Denied for appellant's failure to appear
Patricia Dotson	Denied for appellant's failure to appear
Gabrielle Plumkett	Denied for appellant's failure to appear
Aliesha Bethel	Denied for appellant's failure to appear
Gloria Lewis	Denied for appellant's failure to appear
Vaughn Louis	Denied
Barbara Glover	Denied
Kike Turner	Denied for appellant's failure to appear
Yvonne Thompson	Denied for appellant's failure to appear
Juanita Morgan	Denied for appellant's failure to appear
Geraldine Zager	Denied for appellant's failure to appear
K.T. Thomas	Denied for appellant's failure to appear
Rashida Washington	Denied for appellant's failure to appear
Alice Lockette	Denied
Jaimie Burgess	Denied for appellant's failure to appear
Jocelyn Brown	Denied for appellant's failure to appear
LaTonya Walker	Denied for appellant's failure to appear
Chanel Lay	Denied for appellant's failure to appear
Shalonda Greer	Denied for appellant's failure to appear
Gregory Fowler	Denied
Rebecca Sims	Denied for appellant's failure to appear
Nichelle Boone	Denied for appellant's failure to appear
Niya Tolbert	Denied for appellant's failure to appear
Leslie Peoples	Denied for appellant's failure to appear
Brenda Spencer	Denied for appellant's failure to appear
Cornelia Rodgers	Denied
Verberna Bolden	Denied
Tom Ella Williams	Denied
Tracy Rogers	Denied for appellant's failure to appear
Patricia Mack	Denied for appellant's failure to appear
Paula Mays	Denied for appellant's failure to appear
Chantelle Wallace	Denied for appellant's failure to appear
Shadonna Williams	Denied for appellant's failure to appear
Chester Jones	Approved
Debra Carr	Approved
Rosana Lucas	Approved on condition
Denise Cole	Approved
Connie Johnson	Approved
Jane Hernandez	Approved
Kenneth Irons	Approved
Harold Lillie	Approved
Lorraine Key	Approved
Cynthia Roscoe	Approved
Nora Anthony	Approved
Janet Triplett	Approved on condition
Ida Chamblain	Approved in part
Eugenice Brown	Approved
Walter Williams	Approved
Rosa Alvarez	Approved
Charles Blount	Approved
Anita Zurawski	Approved on condition
Susie Bynum	Approved
Rickey Evanonich	Approved
LaVita Brewer	Approved
Lilene Knox	Approved
Betty Kelly	Approved
Peithe Curington	Approved
Barbara Gibson	Approved
Luella Moore	Approved
Victory Collins	Approved
Sheryl Jackson	Approved
Cherish Sakovich	Approved on condition
Sharon Raymond	Approved on condition
Vernice Stevens	Approved
Alyce Walker	Approved
Alicia Wallace	Approved
Nellie Walker	Approved in part
Charlotte Pearl	Approved
Ida Rodriguez	Approved
Rebecca Sims	Approved

Order #42 Agenda #41 (cont'd)

Gladys Taylor	Approved
Kimberly Wills	Approved
Kristinia Kosteba	Approved
Vera Harris	Approved
Kenya Hutchins	Approved
Tiffany McCanty	Approved
Michael Turner	Approved
Amanda Greer	Approved
Cassandra Williams	Approved on condition
Alma Jefferson	Approved
Doisie McGraw	Approved
Robin Neal	Approved
Samantha Smith	Approved
Gloria Owens	Approved
Thomas Smith	Approved
Deanna Young	Approved
Lynn Strickland	Approved on condition
Pearlie Williams	Approved
Marie Hoggs	Approved
Bernard Sanders	Approved
Isabel McClain	Approved
Sharon Woodard	Approved
LaKeisha Crawford	Approved
Alfred Williams	Approved
Yvonne Carson	Approved
Sandria Scott	Approved
JoAnna Stewart	Approved
Georgiana Price	Approved on condition
Shalonda Newell	Approved
Tamika Turner	Approved
Calviria Wheatley	Approved on condition
Kimberlyn Woodson	Approved on condition
Belinda Moore	Approved in part

North Township Trustee Clients

Charles L. Vaughn Jr.	Approved
Tracy & Robert Poore	Approved/One time only
Jerry Shaw	Approved
Mitchell Daniels Jr.	Approved
Audley Fogleman	Approved
Richard Daniels Jr.	Denied
Christine Lofton	Approved
Anthony Alessi	Approved
Leucio & Maria Outez	Approved
La Dell Wright	Approved
Anthony Snelling	Approved
Perry J. Bobbie & Robert	Approved
Mark Landes	Approved
Vincent Sameuls	Approved
Darryl Mercer	Approved

Order #43 Agenda #44

In the Matter of L C Council Ordinances and Resolutions.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinances and Resolutions. Motion passed 3-0.

Order #43 Agenda #44

In the Matter of L C Ordinance No. 1310A, Ordinance Creating The HUD Neighborhood Stabilization Grant Fund, A Non-Reverting Fund.

Scheub made a motion, seconded by DuPey, to approve the L C Council Ordinance No. 1310A, Ordinance Creating The HUD Neighborhood Stabilization Grant Fund, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1310A**ORDINANCE CREATING THE HUD NEIGHBORHOOD
STABILIZATION GRANT FUND, A NON-REVERTING FUND**

WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

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

WHEREAS, pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and

WHEREAS, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and

WHEREAS, funding approval and a Grant Agreement for Neighborhood Stabilization Program (NSP) Funds has been entered into between HUD and Lake County in the amount of \$5,738,024.00; and

WHEREAS, the Lake County Council desires to create a new Fund, known as the HUD Neighborhood Stabilization Grant Fund, a Non-Reverting Fund, to be used for the deposit of funds distributed by HUD to Lake County through the Lake County Community Economic Development Department for the Neighborhood Stabilization Program.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That Lake County's HUD Neighborhood Stabilization Grant Fund, a Non-Reverting Fund, is hereby established for the deposit and use of grant funds distributed to Lake County through HUD'S Neighborhood Stabilization Program.
2. That the moneys received from HUD shall be deposited in the Lake County HUD Neighborhood Stabilization Grant Fund and only be used for the purposes as provided under the Housing and Economic Recovery Act of 2008.

Order #43 Agenda #44 (cont'd)

- 3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in Lake County's HUD Neighborhood Stabilization Grant Fund.
- 4. All expenditures from the Fund shall be subject to appropriation by the Lake County Council or as otherwise provided by law.

SO ORDAINED THIS 14th DAY OF APRIL, 2009.



Larry Blanchard
 LARRY BLANCHARD, President

Christine Cid
 CHRISTINE CID

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie Alley

Lynn Scheub

Francis DuPuy

APPROVED THIS 15th DAY OF April 2009

Order #43 Agenda #44

In the Matter of L C Council Resolution No 08-151A, Resolution Amending the Resolution Supporting and Approving An Installment Plan for Payment of 2007 Payable 2008 Real Estate and Person Property Taxes Pursuant To I.C. 6-1.0-22-9.0, Resolution No. 08-151.

Scheub made a motion, seconded by DuPey, to approve the L C Council Resolution No 08-151A, Resolution Amending the Resolution Supporting and Approving An Installment Plan for Payment of 2007 Payable 2008 Real Estate and Person Property Taxes Pursuant To I.C. 6-1.0-22-9.0, Resolution No. 08-151. Motion passed 3-0.

Order #43 Agenda #44 (cont'd)

RESOLUTION NO. 08-151A

**RESOLUTION AMENDING THE RESOLUTION
SUPPORTING AND APPROVING AN INSTALLMENT PLAN FOR PAYMENT
OF 2007 PAYABLE 2008 REAL ESTATE AND PERSONAL PROPERTY
TAXES PURSUANT TO I.C. 6-1.1-22-9.5, RESOLUTION NO. 08-151**

WHEREAS, on November 10, 2008, the Lake County Council adopted Resolution No. 08-151, supporting and approving an installment plan for payment of 2007 payable 2008 real estate and personal property taxes;

WHEREAS, the Lake County Council now desires to amend the Resolution.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

Resolution No. 08-151, supporting and approving an installment plan for payment of 2007 payable 2008 real estate and personal property taxes pursuant to I.C. 6-1.1-22-9.5, shall be amended as follows:

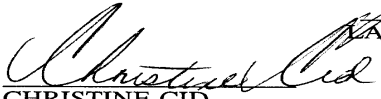
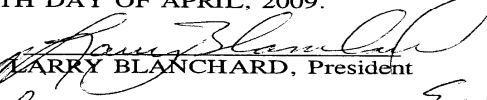

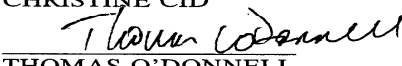

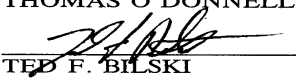

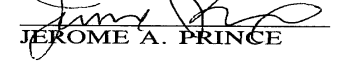
DELETE:

Section 2. The Lake County Council approves and recommends that owners of real estate parcels and personal property receive a three (3) month grace period with no penalties for the second installment of 2007 payable in 2008 real estate and personal property taxes.

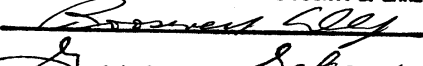


INSERT:

Section 2. The Lake County Council approves and recommends that owners of real estate parcels and personal property receive a six (6) month grace period with no penalties for any installment due.

SO RESOLUTION THIS 14TH DAY OF APRIL, 2009.

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 15th DAY OF April 20 09

Order #43 Agenda #44

In the Matter of L C Council Resolution No 09-43, Resolution Honoring The Mustang Hockey Club.

Scheub made a motion, seconded by DuPey, to approve the L C Council Resolution No 09-43, Resolution Honoring The Mustang Hockey Club. Motion passed 3-0.



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie Gelf
Amy Scheub
Francis DuPey
APPROVED THIS 15th DAY OF April 20 09

RESOLUTION NO. 09-43

**RESOLUTION HONORING
THE MUSTANG HOCKEY CLUB**

- 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, Mustang Hockey Club has captured the Class 1A State Championship on March 1, 2009 in Carmel, Indiana.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Mustang Hockey Club, the Class 1A Indiana State Champions and champions always for Lake County; 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 Mustang Hockey Club.



DATED THIS 14th day of April, 2009.

<i>Larry Blanchard</i> LARRY BLANCHARD, President	<i>Ernie Dillon</i> ERNIE DILLON
<i>Christine Cid</i> CHRISTINE CID	<i>Elsie Franklin</i> ELSIE FRANKLIN
<i>Thomas O'Donnell</i> THOMAS O'DONNELL	<i>Jerome A. Prince</i> JEROME A. PRINCE
<i>Ed F. Bilski</i> ED F. BILSKI	

Members of the Lake County Council

(*exact scan of original)

Order #43 Agenda #44

In the Matter of L C Council Resolution No 09-44, Resolution Approving The Lake County Public Library Capital Projects Plan for 2010, 2011, and 2012.

Scheub made a motion, seconded by DuPey, to approve the L C Council Resolution No 09-44, Resolution Approving The Lake County Public Library Capital Projects Plan for 2010, 2011, and 2012. Motion passed 3-0.

RESOLUTION NO. 09-44

RESOLUTION APPROVING THE LAKE COUNTY PUBLIC LIBRARY CAPITAL PROJECTS PLAN FOR 2010, 2011, AND 2012

WHEREAS, on March 12, 2009, the Lake County Public Library adopted a Library Capital Projects Plan for 2010, 2011 and 2012 as provided for in I.C. 36-12-12; and

WHEREAS, on March 12, 2009, the Lake County Library Board, pursuant to I.C. 36-12-12-3 held a public hearing for said plan; and

WHEREAS, the Lake County Council now desires to approve the Capital Projects Plan for 2010, 2011 and 2012 of the Lake County Public Library as submitted.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council being the appropriate fiscal body for the Lake County Public Library Board as designated by I.C. 36-12-12-4 has held a public hearing with respect to the Capital Projects Plan for 2010, 2011 and 2012 and does hereby approve the Plan as received by the Lake County Council.

SO RESOLVED this 14th day of April, 2009.



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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 15th DAY OF April 2009

Order #44 Agenda #45A

In the Matter of Certificates of Appointment from the March 18, 2009 Commissioners meeting.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Certificates of Appointment appointing Jodi Richmond as Director of Lake County Emergency Management Agency and appointing Rev. Dr. W. Maurice White as a Board Member of the Lake County Grievance Review Board, approved from Commissioners Meeting held March 18, 2009. Motion passed 3-0.

Order #45 Agenda #45B

In the Matter of Appointments: Redevelopment Authority.

Scheub recommends Larry Cak, Stan Sims, and Frances DuPey as appointees to Redevelopment Authority, Allen seconded. Motion for three appointments to the Redevelopment Authority passed 3-0.

Order #46 Agenda #45

In the Matter of Appointments.

Scheub made a motion, seconded by DuPey, to re-appoint Dennis Toban to the Lake County Library Board. Motion passed 3-0.

Order #47 Agenda #45C

In the Matter of Appointments: Crown Point Library Board.

Scheub made a motion, seconded by DuPey, accept the recommendation to appoint Mary Malloy-Rhee to the Crown Point Library Board. Motion passed 3-0.

Order #48 Agenda #46

In the Matter of Staff Reports

Attorney Dull, Enlightens the Board of what an excellent job Marian Redmond-Ivey has done, taking over the position, getting the Minutes of the Board of Commissioners Meetings up to date.

DuPey made a statement that the Board is grateful of the marvelous job that is being done by Marian getting our records up to date.

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

The next Board of Commissioners Meeting will be held on Wednesday, May 20, 2009 at 10:00 A.M.

The following officials were Present:

Attorney John Dull
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski
Peggy Katona

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR