

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 12<sup>th</sup> day of August, 2009 at about 10:15 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 12<sup>th</sup> day of August, 2009 at about 10:15 a.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5 B-E

In the Matter of Notices/Agenda: Deletions and Corrections for a Special Meeting, Approval of Final Agenda, and Public Record of Certificate of Service of Meeting Notice.

Scheub made a motion, seconded by DuPey, to approve the Deletions: **Number 15** and **Number 16** and Corrections: **Item #61A** should read – Redevelopment Commission, for a Special Meeting, and ordered same to approve the Final Agenda and make a matter of public record the Certificate of Service of Meeting Notice. Motion passed 3-0.

Order #3 Consent Agenda

In the Matter of Consent Agenda (Items #6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 30A, 30B, 30C, 30D, 31, 58, 59A, & 59B)

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 30A, 30B, 30C, 30D, 31, 58, 59A, & 59B). Motion passed 3-0.

Order #3 Consent Agenda #6 A-H

In the Matter of L C Building Manager – Bid Package for Sealing Cracks and Joints and Parking Lot Marking at the Lake County Government Center: A. Certification of attendance at the pre-bid meeting signed by Mr. Roosevelt Shuler of Day's Asphalt Paving; B. Certification of attendance at the pre-bid meeting signed by Mr. Randy DeVries of Site Services, Inc.; C. Copy of the Amendment to the Specifications resulting from the pre-bid meeting; D. Copy of the Addendum to the Original Specifications that was distributed to the bidders at the pre-bid July 21, 2009; E. Copy of the Specifications; F. Copy of the Parking Space Layout – Building A North Parking Lot; G. Copy of the Parking Space Layout – Building B North Parking Lot; H. Lake County Government Center Site Plan Rev. 5/26/09.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the above stated package in regard to the Sealing Cracks and Joints and Parking Lot Marking at the Lake County Government Center bid. Motion passed 3-0.

Order #3 Consent Agenda #30 A-D

In the Matter of L C Highway: Certificates of Liability Insurance (A. V&H Excavating Co., Inc.; B. Hoffman, LLC; C. CET Company, Inc.; D. LGS Plumbing, Inc.).

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway – Certificates of Liability Insurance: (A. V&H Excavating Co., Inc.; B. Hoffman, LLC; C. CET Company, Inc.; D. LGS Plumbing, Inc.). Motion passed 3-0.

Order #3 Consent Agenda #31

In the Matter of L C Sheriff – Certificate of Insurance for the New Helicopter (Wenk Aviation Insurance Agencies).

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the L C Sheriff – Certificate of Insurance for the New Helicopter (Wenk Aviation Insurance Agencies). Motion passed 3-0.

Order #3 Consent Agenda #58

In the Matter of Vendor Qualification Affidavits

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

CNS INDUSTRIESM INC. dba SUPERCO SPECIALTY PRODUCTS  
HMC CONSTRATOR  
C & W EMBROIDERY dba EMBROIDME  
BCL TECHNOLOGIES, INC.  
REESE, INC.  
CALIFORNIA CONTRACTORS SUPPLIES, INC.  
WINGFOOT COMMERCIAL TIRE  
MIGHTY QUIP INDUSTRIES  
FRESH & NEW CUSTOM DESIGNS, LLC  
NATIONAL CASA / SHOP CASA

## Order #3 Consent Agenda #58 (cont'd)

EDM PUBLISHERS  
 NOTARY PUBLIC UNDERWRITERS, INC.  
 FRENCH LICK RESORT & CASINO  
 IDENTISYS INC.  
 WARSAW OUTDOOR POWER EQUIPMENT  
 ROBERT B. GOLDING JR.  
 ZERO WASTE USA, INC.  
 FIRE STAR LLC  
 ENGINEERING SERVICES & PRODUCTS CO. DBA FARMTEK  
 INDIANA STATE COUNCIL OF THE SOCIETY FOR HUMAN RESOURCES MANAGEMENT  
 ATLANTA BELTING COMPANY  
 STERLING INFOSYSTEMS INC. dba STERLING TESTING SYSTEMS INC.  
 MIDWEST SUPPLIER INC.

## Order #3 Consent Agenda #59A

In the Matter of Clerk's Branches Departmental Report for the months of January thru June 2009.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of January thru June 2009. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

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

## Order #3 Consent Agenda #59B

In the Matter of Treasurer's Departmental Report for the month of April and June, 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 April and June 2009. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

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

## Order #4 Agenda #53

In the Matter of Board of Commissioners of the County of Lake Resolution.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Board of Commissioners of the County of Lake Resolution Honoring Commissioners' Attorney John H. Dull on today, August 19, 2009, his birthday. Motion passed 3-0.

**R E S O L U T I O N**  
**Honoring John Stephen Dull**

*Whereas; John Stephen Dull was born on August 19, 1939 to Louise (Weezie) and Julius Dull; and*

*Whereas; as a young boy, John Dull was so mischievous that his Mother tied him to a clothes line to keep him in tow; and*

*Whereas; as John Dull matured, he entered East Chicago Washington High School becoming a great Basketball Player garnering many wonderful friendships and memories; and*

*Whereas; John Dull went on to serve in the United States Army, then to work at Inland Steel Mill; and*

*Whereas; John Dull went to college and on to law school while working at Inland Steel and taking care of his family then achieving his dream of becoming a Lawyer; and*

*Whereas; John Dull started his employment with the Lake County Board of Commissioners on June 5, 1978 as an Assistant County Attorney, becoming County Attorney in January of 1982 and over the course of his employment he has worked for Commissioners' Rudy Bartolomei, Atterson Spann, Jr., Nick Angel, Frank Stodola, Steve Corey, Rudolph Clay, Ernest Niemeyer, Peter Katic, Roosevelt Allen, Jr., Gerry J. Scheub, and Frances DuPey; and*

*Whereas; we have many fond memories of John Dull, the "Proud Grandpa" singing Christmas Carols on his way into the office, making up words here and there along the way or reciting a nursery rhyme.*

*Now, Therefore be it Resolved that We the Board of Commissioners of the County of Lake honor and sincerely congratulate John Stephen Dull on his "70<sup>th</sup>" Birthday for his outstanding service to Lake County Government, work with United Way, generous Pro-Bono Work above and beyond the call of duty, and for being a devoted Husband, proud Father and Grandfather.*

*Approved this 19<sup>th</sup> day of August, 2009*

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

*Roosevelt Allen, Jr.*

*Frances DuPey*

*Gerry J. Scheub*

## Order #5 Agenda #35

In the Matter of L C Board of Election and Registration – Seek Proposals: Moving of the Voting Machines for the November 3, 2009 Special Election.

Scheub made a motion to not approve the seeking of proposals for the Moving of the Voting Machines due the fact that we, The Board of Commissioners, do not support the Special Election in November, 2009 we have already gone on record and the Lake County Council has denied funds for the Special Election and therefore we, The Board of Commissioners, would like to deny this request from the Lake County Board of Elections and Registration, seconded by DuPey, making note that she will seconded the motion but it's not that she is not supportive of a referendum, it's that she is not supportive of a referendum at this time and not at the expense that it would cost us when it can be done in six months for less. Commissioner Allen, adding he thinks that since the County Council did not appropriate the money for this endeavor that as County Commissioners we can't enter into an unfunded contractual agreement, and also states it was fool hearted for the General Assembly to attempt to force us to fund an Election at a cost of \$414,000.00 when we can defer it for a few months and the cost is very little and can be added next year to the 2010 Election. Motion to deny passed 3-0.

## Order #6 Agenda #46

In the Matter of Commissioners Certificate Sale Internet Services Addendum between SRI, Incorporated and the Board of Commissioners of the County of Lake for the period of August 1, 2009 thru December 31, 2009 in the amount of 10% of the proceeds of the amount received from the sale.

DuPey made a motion, seconded by Scheub, to approve the Commissioners Certificate Sale Internet Services Addendum between SRI, Incorporated and the Board of Commissioners of the County of Lake for the period of August 1, 2009 thru December 31, 2009 in the amount of 10% of the proceeds of the amount received from the sale, and ordered same to approve with option to reject contract offer. Motion passed 3-0.

**COMMISSIONERS CERTIFICATE SALE INTERNET SERVICES ADDENDUM**

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and Lake County (the "County"), dated Aug 19, 2009, the County elects to obtain and, upon acceptance hereof, SRI agrees to provide such services as herein defined in accordance with the terms of the Agreement and this addendum.

**I. Description of SRI Services**

The Commissioners' certificate sale internet services to be provided by SRI, or as subcontracted by SRI, are more specifically described as follows:

- (a) From various reports, data and information to be provided by the County Auditor, County Treasurer, and the County Commissioners, SRI Agrees to:
  - (i) prepare a list of properties eligible for sale at Commissioners certificate sale (the "Certificate Sale List");
  - (ii) prepare a work plan of events and procedures required to carry out the sale pursuant to IC 6-1.1-24-6.1 et seq. (the "Work Plan")
  - (iii) prepare all notices, publications, postings and other documents required to dispose of property pursuant to statute;
  - (iv) prepare all applicable forms and records prescribed or approved by the State Board of Accounts;
  - (v) conduct the sale or auction of properties on the internet; and
  - (vi) place a listing of pertinent sale information and properties on the SRI website.

Order #6 Agenda #46 (cont'd)

**II. Description of County Services**

The County, through the County Auditor, County Treasurer, County Assessor and County Commissioners agree to:

- (a) provide all information as requested by SRI:
- (b) publish and post all notices, including those prepared by SRI, as required by statute:
- (c) adopt all resolutions as required:
- (d) provide all information, support and assistance as agreed to in the Work Plan;
- (e) work with SRI to assure a timely and valid sale of those properties on the Certificate Sale list.

The County agrees to make all efforts to provide SRI with accurate and timely information and prosecute the sales of the properties on the Tax Sale List to the fullest extent provided under Indiana Law.

**III. 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 pay to SRI 10% of the proceeds of the amount received from the sale. Additionally, the County shall pay any and all expenses associated with legal or display advertising associated with the requirements of the sale.

The County shall pay SRI monthly based on the submission by SRI of fully itemized claims based upon the services and fees set forth herein.

**V. Term**

This addendum is for the period of August 1, 2009 through December 31, 2009.

In the event the addendum is terminated by SRI, the County shall be entitled to all documentation prepared by SRI and for which the County has paid the fees set forth in this Addendum.

**VI. Ownership**

All software or other intellectual property developed by or for SRI or purchased by SRI and all computer equipment and accessories utilized to perform the services required of SRI under this Addendum shall remain the property of SRI and are not subject to use or dissemination by the County.

This Addendum is effective, this 19th day of August, 2009.

Lake County, Indiana, by and through its  
BOARD OF COMMISSIONERS

By: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Printed: Francis Dubay

Its: Harry Scheibel

Date: APPROVED THIS 19th DAY OF AUGUST 2009

ACCEPTED:

SRI, Incorporated

By: James E Hughes

Printed: James E Hughes

Its: President

Date: 8-19-09

Order #7 Agenda #7

In the Matter of L C Building Manager – Proposals for Sealing Cracks and Joints and Parking Lot Marking at the Lake County Government Center.

This being the day, time, and place for the receiving of proposals for Sealing Cracks and Joints and Parking Lot Marking at the Lake County Government Center for the Lake County Building Manager, the following proposals were received:

Day's Asphalt Paving	\$20,900.00
Site Services, Inc.	\$148,360.00

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

Order #8 Agenda #8

In the Matter of L C Building Manager – Service Agreement with Johnson Controls, Inc. for HVAC Equipment Maintenance at the Lake County Fairgrounds, Westwind Manor, and the Kimbrough Center for the period of January 1, 2010 – Year 1 \$11,570.00, Year 2 \$11,918.00, Year 3 \$12,276.00, Year 4 \$12,645.00, and Year 5 \$13,025.00 to December 31, 2014.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between Lake County Building Manager and Johnson Controls, Inc. for HVAC Equipment Maintenance at the Lake County Fairgrounds, Westwind Manor, and the Kimbrough Center for the period of January 1, 2010 – Year 1 \$11,570.00, Year 2 \$11,918.00, Year 3 \$12,276.00, Year 4 \$12,645.00, and Year 5 \$13,025.00 to December 31, 2014. Motion passed 3-0.



**Service Agreement**

Lake County Government Center  
2293 North Main Street  
Crown Point

In 46307

**Proposal Date** August 03, 2009  
**Agreement**  
**Agreement Rev**

**Scope of Service**

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

**Extended Service Options for Premium Coverage**

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

**Equipment List**

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

**Term/Automatic Renewal**

This Agreement takes effect on 01/01/2010 and will continue until 12/31/2014 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

**Refrigerant Charges**

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$11,570.00. This amount will be paid to JCI in semi-annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

*This proposal is valid for thirty days from proposal date.*

By \_\_\_\_\_ JOHNSON CONTROLS, INC.

*Rick Rem* 8-3-09

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

By *Francis DuPey*

*Dennis Scheub*

*Bonnie Hill*

APPROVED THIS 14<sup>TH</sup> DAY OF AUGUST 2009

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

JCI Branch Manager \_\_\_\_\_ Date \_\_\_\_\_  
*(proposal not valid until signed by JCI Manager)*

JCI Branch CALUMET CITY IL SERVICE BRANCH SVC (918) Phone 8662121723 Cust. PO # \_\_\_\_\_

Address 1500 HUNTINGTON DRIVE

City State ZIP CALUMET CITY IL 60409

Order #8 Agenda #8 (cont'd)

Schedule A

**Equipment List (Selected Equipment to be Serviced)**

**Covered Equipment At Site: Kimbrough Center**  
93rd and Main

Qty	Equipment	Coverage Level	Extended Service
2	AC Condensing Unit (0-10T)  AC Condensing Unit (0-10T) ,AC Condensing Unit (0-10T)  <b>Additional Options # per year</b> Operational 1 Condenser Coil Cleaning 1	Basic	N/A
2	Furnace  Carrier Furnace,Carrier Furnace  <b>Additional Options # per year</b> Operational 1 Filter Replacement 2	Basic	N/A

**Covered Equipment At Site: Lake County Fairgrounds**  
Court Street, Crown Point

Qty	Equipment	Coverage Level	Extended Service
6	RTU/Package Unit (0-15T)  RTU/Package Unit (0-15T) ,RTU/Package Unit (0-15T) ,RTU/Package Unit (0-15T),RTU/Package Unit (0-15T),RTU/Package Unit (0-15T) ,RTU/Package Unit (0-15T)  <b>Additional Options # per year</b> Operational 1 Condenser Coil Cleaning 1 Filter Replacement 4	Basic	N/A

**Covered Equipment At Site: Westwind Manor**  
93rd and Main

Qty	Equipment	Coverage Level	Extended Service
3	RTU/Package Unit (0-15T)  RTU/Package Unit (0-15T) ,RTU/Package Unit (0-15T) ,RTU/Package Unit (0-15T)  <b>Additional Options # per year</b> Operational 1 Condenser Coil Cleaning 1 Filter Replacement 4	Basic	N/A

Form E9115 (Rev 11/07)

Customer's Initials

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Schedule A

**Equipment List (Selected Equipment to be Serviced)**

4	Split System Unit (0-15T)  Split System Unit (0-15T),Split System Unit (0-15T) ,Split System Unit (0-15T) ,Split System Unit (0-15T)  <b>Additional Options # per year</b> Operational 1 Condenser Coil Cleaning 1 Filter Replacement 4	Basic	N/A
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Form E9115 (Rev 11/07)

Customer's Initials

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

Schedule A (Continued)Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

	<b>Total Dollar Amount</b>	<b>Payment Frequency</b>
Year 2	\$11,918.00	Semi-Annual
Year 3	\$12,276.00	Semi-Annual
Year 4	\$12,645.00	Semi-Annual
Year 5	\$13,025.00	Semi-Annual

Special Additions and Exceptions

Johnson Controls, Inc. (JCI) proposes to provide regularly scheduled preventive maintenance visits on the recently installed equipment per the attached equipment list at the Fairgrounds, Westwind Manor and Kimbrough Center. JCI will clean the coils annually and provide quarterly filter changes on the units. This contract does not include repair labor or materials.

## BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Frances DuPey*  
*Gerry Scheub*  
*Roosevelt Allen Jr.*  
 APPROVED THIS 19<sup>th</sup> DAY OF August 2009

Form E9115 (Rev 11/07)

Customer's Initials

## Order #9 Agenda #9

In the Matter of L C Building Manager – Service Agreement with Simplex Grinnell for Fire Alarm Service at the Lake County Juvenile Center for the period of August 1, 2009 to July 31, 2010 in the amount of \$11,394.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement renewal between L C Building Manager and Simplex Grinnell for Fire Alarm Service at the Lake County Juvenile Center for the period of August 1, 2009 to July 31, 2010 in the amount of \$11,394.00. Motion passed 3-0.  
 (SEE FILE "AUGUST 2009" FOR COPY OF ORIGINAL)

## Order #10 Agenda #10

In the Matter of Contract for Highway Department – 2009 New Unused Drum Style Chipper.

The Board having previously taken the bids under advisement, does hereby award the contract to Vermeear Midwest, 2801 Beverly Dr., Aurora, IL 60504 for a 2009 New Unused Drum Style Chipper in current production upon a motion made by Scheub, seconded by DuPey, with the recommendation of the Highway Superintendent. 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 a 2009 New Unused Drum Style Chipper in current production for the Highway Dept., 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:

VERMEEAR MIDWEST W/ no bond 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 NEW UNUSED 2009 DRUM STYLE CHIPPER IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$37,980.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: August 19, 2009

FRANCES DUPEY  
 ROOSEVELT ALLEN JR.  
 GERRY SCHEUB

VERMEEAR MIDWEST

Letter of Recommendation:

August 4, 2009

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

In re: 2009 New Unused Drum Style Chipper

Dear Mr. President:

The Lake County Board of Commissioners opened bids on July 15, 2009 for New Unused Drum Style Chipper.

We received two bids as follows:

Alexander Equipment Company 4728 Yender Avenue Lisle, IL 60532	.....\$43,250.00
Vermear Midwest, Inc. 2801 Beverly Drive Aurora, IL 60504	.....\$37,980.00

We carefully reviewed the bids. We are recommending the lowest and most responsive bidder, Vermear Midwest, Incorporated in the amount of \$37,980.00.

Respectfully Submitted,  
Marcus W. Malczewski, Superintendent  
Lake County Highway Department

Order #11 Agenda #11

In the Matter of Contract for Highway Department – 2009 New Unused Bomag BW900 Roller with vibratory, Wet System, Fueling FT-GT Trailer with a Rollover Protected System and Standard Safety Belt.

The Board having previously taken the bids under advisement, does hereby award the contract to Westside Tractor Sales Company, 310 W. 162<sup>nd</sup> Street, South Holland, IL 60473 for a 2009 New Unused Bomag BW900 Roller with vibratory, Wet System, Fueling FT-GT Trailer with a Rollover Protected System and Standard Safety Belt in current production being the second lowest bidder upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent, and ordered same to reject the bid received from Finkbiner Equipment Company for they did not meet the specifications. 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 a 2009 New Unused Bomag BW900 Roller with vibratory, Wet System, Fueling FT-GT Trailer with a Rollover Protected System and Standard Safety Belt in current production for the Highway Dept., 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:

WESTSIDE TRACTOR SALES COMPANY                      W/        no bond 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 NEW UNUSED 2009 BOMAG BW900 ROLLER WITH VIBRATORY, WET SYSTEM, FUELING FT-GT TRAILER WITH A ROLLOVER PROTECTED SYSTEM AND STANDARD SAFETY BELT IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$18,286.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:	Date: August 19, 2009
FRANCES DUPEY ROOSEVELT ALLEN JR. GERRY SCHEUB	WESTSIDE TRACTOR SALES COMPANY

Letter of Recommendation:

August 4, 2009

Lake County Board of Commissioners  
Attn: Roosevelt Allen, President  
2293 North Main Street  
Crown Point, IN 46307

In re: 2009 New Unused Bomag BW900 w/Vibratory, Wet System, Felling FT-GT Trailer 22/Rollover Protected System & Standard Safety Belt

Dear Mr. President:

The Lake County Board of Commissioners opened bids on July 15, 2009 for 2009 New Unused Bomag BW900 w/Vibratory, Wet System, Felling FT-GT Trailer 22/Rollover Protected System & Standard Safety Belt.

We received two bids as follows:

Finkbiner Equipment Company 15 W 400N Frontage Road Burr Ridge, IL 60527	.....\$43,250.00
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Order #11 Agenda #11 (cont'd)

Westside Tractor Sales Company  
 310 W 162<sup>nd</sup> Street  
 South Holland, IL 60473 .....\$37,980.00

We carefully reviewed the bids. Finkbiner Equipment Company did not meet the specifications. We are recommending the most responsive bidder, Westside Tractor Sales Company in the amount of \$18,286.00.

Respectfully Submitted,  
 Marcus W. Malczewski, Superintendent  
 Lake County Highway Department

Order #12 Agenda #12

In the Matter of BIDS: L C Highway – Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch.

This being the day, time, and place for the receiving of bids for the Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch for the Lake County Highway, the following bids were received:

Albin Carlson & Co.	\$352,556.60
DuPey made a motion, seconded by Scheub, to reject the bid received from Albin Carlson & Co. total bid amount unclear.	
Motion to reject passed 3-0.	
Ellas Construction Co., Inc.	\$267,437.33
Kovilic Construction Co., Inc.	\$379,129.50
The American Group of Constructors	\$247,834.39
Gariup Construction Co., Inc.	\$233,700.00

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

Order #13 Agenda #13

In the Matter of Specifications: L C Highway – Rehabilitation of Lake County Bridge #226, Grand Blvd. over Deep River.

Scheub made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Rehabilitation of Lake County Bridge #226, Grand Blvd over Deep River, and ordered same to advertise for the receiving of bids Wednesday, September 23, 2009 prior to 9:30 A.M. in the Auditor's Office. Motion passed 3-0.

Order #14 Agenda #14

In the Matter of L C Highway – Request for selection of a consulting engineering firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #226, Grand Blvd. over Deep River.

Scheub made a motion, seconded by DuPey, to select DLZ Indiana as the consulting engineering firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #226, Grand Blvd. over Deep River, as so recommended by the Highway Department Superintendent. Motion passed 3-0.

Order #15 Agenda #17

In the Matter of L C Highway – Seek Proposals – Culvert Repair located at 153<sup>rd</sup> Avenue and Foss Ditch.

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for L C Highway for Culvert Repair located at 153<sup>rd</sup> Avenue and Foss Ditch from the following vendors, and ordered same to approve a Mandatory Pre-Bid On-Site Meeting, Wednesday, September 9, 2009 at 1:00 pm, proposals to be returned by Wednesday, September 23, 2009 by 9:30 a.m. Motion passed 3-0.

Dyer Construction Company	Ellas Construction Company	Grimmer Construction Company
Gatlin Plumbing/Heating	Reith Riley Construction Company	Boyd Construction Company, Inc.

Order #16 Agenda #18

In the Matter of L C Highway – Seek Proposals – Mud-jacking located at Lake County Bridge #251, Rand Street over Deep River.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for L C Highway for Mud-jacking located at Lake County Bridge #251, Rand Street over Deep River from the following vendors, and ordered same to approve a Mandatory Pre-Bid On-Site Meeting, Thursday, September 10, 2009 at 2:00 pm, proposals to be returned by Wednesday, September 23, 2009 by 9:30 a.m. Motion passed 3-0.

Dyer Construction Company	Ellas Construction Company	Reith Riley Construction Company
Boyd Construction Company, Inc.	Regional Companies	

Order #17 Agenda #19

In the Matter of L C Highway – Seek Proposals – Mud-jacking located at Lake County Bridge #249, Michigan Street over Deep River.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for L C Highway for Mud-jacking located at Lake County Bridge #249, Michigan Street over Deep River from the following vendors, and ordered same to approve a Mandatory Pre-Bid On-Site Meeting, Thursday, September 10, 2009 at 1:00 pm, proposals to be returned by Wednesday, September 23, 2009 by 9:30 a.m. Motion passed 3-0.

Dyer Construction Company	Ellas Construction Company	Reith Riley Construction Company
Boyd Construction Company, Inc.	Regional Companies	

## Order #18 Agenda #20

In the Matter of L C Highway – Permission to purchase Untreated Road Salt from Morton International, Inc. in the amount of \$54.67 per ton under the Quality Purchase Agreement with the State of Indiana thru June 30, 2010.

Scheub made a motion, seconded by DuPey, to make the L C Highway Department's purchase of Untreated Road Salt from Morton International, Inc. in the amount of \$54.67 per ton under the Quality Purchase Agreement with the State of Indiana thru June 30, 2010 a matter of public record. Motion passed 3-0.

## Order #19 Agenda #21

In the Matter of L C Highway Agreement with Dyer Construction Company, Inc. for Construction Services for the Rehabilitation of Lake County Bridge #64, 101<sup>st</sup> Avenue over Bull Run Ditch in an amount not to exceed \$520,899.55.

DuPey made a motion, seconded by Scheub, to approve the Agreement between L C Highway and Dyer Construction Company, Inc. for Construction Services for the Rehabilitation of Lake County Bridge #64, 101<sup>st</sup> Avenue over Bull Run Ditch in an amount not to exceed \$520,899.55. Motion passed 3-0.

## AGREEMENT

THIS AGREEMENT made and entered into by and between Lake County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the OWNER, and **Dyer Construction Company, Inc.** as party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the OWNER does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

REHABILITATION OF LAKE COUNTY BRIDGE NO. 64  
101<sup>ST</sup> AVENUE OVER BULL RUN DITCH

According to the plans, standard specifications, profiles, and drawings therefore, and supplemental specifications on file in the Office of the Engineer, and any supplemental or special provisions set out or referred to in the Contractor's attached proposal and hereby agrees to pay the Contractor therefore, for the actual amount of work done and the materials in place, as measured by the Engineer, at the unit prices stated in the Contractor's proposal dated JUNE 17, 2009, which sums the Contractor agrees to accept in full payments for such work; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor together with the plans, standard and supplemental specifications, and special provisions herein designated and referred to, are hereby made a part of the contract the same as if herein fully set forth:

That the contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Engineer, in an amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in carrying forward, performing, and completing of this contract.

The payment of any progress estimated before final acceptance of the work shall in no way affect the obligation of the CONTRACTOR to repair or replace any defective parts of the construction. No monies payable under this AGREEMENT, nor any portion thereof, shall become due and payable until the CONTRACTOR shall satisfy the OWNER that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith. If the CONTRACTOR has failed to fully settle and pay for all materials and equipment, the OWNER may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

Order #19 Agenda #21(cont'd)

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this 31st day of July, 2009

Name: Dyer Construction Company, Inc.

Address: 1716 Sheffield Avenue  
Dyer, IN 46311

By: [Signature] Vice Pres  
Contractor (Signature), Title

Subscribed and sworn to before me this 31st day of July, 2009

My Commission Expires: May 29, 2017

[Signature]  
Notary (Signature)



Lake  
County of Residence

Jerome Eberle  
Printed Name

IN TESTIMONY WHEREOF, the Lake County Board of Commissioners does hereby accept the foregoing agreement and has herewith set their hands this 19th day of August, 2009.

Approved as to form and Legality

[Signature]  
Roosevelt Allen Jr., District 1

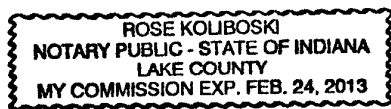
[Signature]  
Clyde Jones, Lake County Attorney

[Signature]  
Gerry J. Scheub, District 2

[Signature]  
Frances DuPey, District 3

Subscribed and sworn to before me this 19th day of August, 2009

My Commission Expires:



[Signature]  
Notary (Signature)

County of Residence

Rose Koliboski  
Printed Name

Order #20 Agenda #22

In the Matter of L C Highway Amendment #1 to the Consulting Services Agreement with R.W. Armstrong Associates, Inc. for the Rehabilitation of Lake County Bridge #36, State Line Road over the Kankakee River for an additional \$164,930.00.

Scheub made a motion, seconded by DuPey, to approve the Amendment #1 to the Consulting Services Agreement between L C Highway and R.W. Armstrong Associates, Inc. for the Rehabilitation of Lake County Bridge #36, State Line Road over the Kankakee River for an additional \$164,930.00. Motion passed 3-0.

Order #20 Agenda #22 (cont'd)

**AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT, made this 19<sup>th</sup> day of August, 2009, by and between Lake County, Indiana, acting through its Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and the consulting engineering firm of R. W. Armstrong & Assoc., Inc., hereinafter referred to as "CONSULTANT" is being executed by the LOCAL PUBLIC AGENCY and CONSULTANT in order to modify the Agreement between them entered into on the 25<sup>th</sup> day of February, 1998.

WITNESSETH:

That for and in consideration of the mutual promises and agreements recited hereinafter, the LOCAL PUBLIC AGENCY and CONSULTANT agree to invoke SECTION V, Item 12 of the subject Agreement by appending as a rider to the Agreement the scope of work attached.

The LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT as compensation for above-mentioned services a fee not to exceed the amount of One Hundred Sixty-Four Thousand, Nine Hundred Thirty and 00/100 Dollars (\$ 164,930.00).

WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to Consulting Services Agreement of the day and year first written above and such Amendment is hereby effected.

LOCAL PUBLIC AGENCY:

CONSULTANT:

Board of Commissioners  
Lake County, Indiana

R. W. Armstrong & Assoc., Inc.

By: *Roosevelt Allen, Jr.*  
Roosevelt Allen, Jr. District 1

By: *Scott F. Hornsby*  
Scott F. Hornsby, P.E.  
Vice President

By: *Gerry J. Scheub*  
Gerry J. Scheub, District 2

By: *Frances DuPey*  
Frances DuPey, District 3

Date: August 19, 2009

Date: July 13, 2009

ATTEST  
*Peggy Holinga Katona*  
Peggy Holinga Katona, Auditor

AS TO FORM AND LEGALITY  
*W. Clyde Jones*  
Clyde Jones, Attorney, Lake County Highway

Date: August 19, 2009

Order #21 Agenda #23

In the Matter of L C Highway – Modification No. 1 to Engineering Agreement for Incorporating the Professional Engineering Services with MS Consultants, Inc. for the Rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River in the amount of \$26,892.65.

Scheub made a motion, seconded by DuPey, to approve Modification No. 1 to Engineering Agreement for Incorporating the Professional Engineering Services between L C Highway and MS Consultants, Inc. for the Rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River in the amount of \$26,892.65. Motion passed 3-0.

Order #21 Agenda #23 (cont'd)

241

**MODIFICATION NO. 1**  
**To**  
**ENGINEERING AGREEMENT**  
**FOR INCORPORATING THE PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**Lake County, Indiana**

1. **DATE:** July 22, 2009
2. **OWNER:** Lake County Board of Commissioners
3. **ORIGINAL AGREEMENT:** Dated: July 19, 2006
4. **CONSULTANT:** ms consultants, inc.
5. **MODIFICATIONS UNDER CONTRACT CLAUSES**

Section I - Services of Engineer  
 Section IV - Payments to Engineer

6. **REASON FOR MODIFICATION**

A preliminary engineering report for the replacement of existing Lake County Bridge # 241 is to be prepared due to independent inspections of the existing bridge showing extensive deterioration to the existing piles.

7. **MODIFICATION IN AGREEMENT**

**SECTION I - SERVICES OF ENGINEER**  
**SECTION I ADD:**

The ENGINEER shall provide preliminary engineering assessment services not originally anticipated in accordance with Section I of the agreement dated July 19, 2006 as detailed in Exhibit 'A' of this modification.

**SECTION IV - PAYMENTS TO ENGINEER**  
**SECTION IV ADD:**

For the Engineering Services during the engineering assessment phase of the project as described in Section I of this modification, a lump sum fee of \$26,892.65 as described in Exhibit 'C' of this modification.

All other parts of the Engineering Agreement dated July 19, 2006 are unchanged and remain in force.

IN WITNESS WHEREOF, the parties hereunto have caused this Modification No. 1 to be executed, as of the date and year first above written, by affixing the signature of the duly authorized officer of **ms consultants, inc.** and by Lake County, Indiana.

Board of Commissioners  
 Lake County, Indiana

WITNESS:  
  
 Peggy Heltinga Katona  
 Lake County Auditor


By:   
 Roosevelt Allen, Jr., District 1

By:   
 Gerry J. Scheub, District 2

By:   
 Frances L. Dupey, District 3

**ms consultants, inc.**

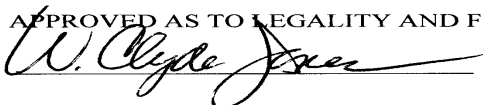
WITNESS:  
 \_\_\_\_\_

By:   
 James A. Trachtman

Title: Office Manager

Date: 7/22/2009

APPROVED AS TO LEGALITY AND FORM:



Order #22 Agenda #24

In the Matter of L C Highway – LPA-Consulting Contract with R.W. Armstrong & Associates, Inc. for Design Engineering Services for the Replacement of Lake County Bridge #2, Clay Street over the Kankakee River in an amount not to exceed \$253,320.00.

Scheub made a motion, seconded by DuPey, to approve the LPA-Consulting Contract between L C Highway and R.W. Armstrong & Associates, Inc. for Design Engineering Services for the Replacement of Lake County Bridge #2, Clay Street over the Kankakee River in an amount not to exceed \$253,320.00. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR COPY OF 20+ PAGE ORIGINAL)

Order #23 Agenda #25

In the Matter of L C Highway – LPA-Consulting Contract with American Structurepoint, Inc. to provide Land Acquisition Services for 45<sup>th</sup> Avenue Phase II and III in an amount not to exceed \$1,499,988.00.

Scheub made a motion, seconded by DuPey, to approve the LPA-Consulting Contract between L C Highway and American Structurepoint, Inc. to provide Land Acquisition Services for 45<sup>th</sup> Avenue Phase II and III in an amount not to exceed \$1,499,988.00. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR COPY OF 20+ PAGE ORIGINAL)

Order #24 Agenda #26

In the Matter of L C Highway – County Road-Cut Permit, Hoffman LLC/Wittenburg Village a Lutheran Life Community.

Scheub made a motion, seconded by DuPey, to approve L C Highway – County Road-Cut Permit, Hoffman LLC/Wittenburg Village a Lutheran Life Community. Motion passed 3-0.

JUN.06'2009 14:39 2196620497

LAKE CITY HIGHWAY

#1070 P.002/002

**ROAD CUT PERMIT**

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 7/23/2009

Applicant: Hoffman LLC  
Attention: Wendy Leeman  
122 East College Avenue, Suite 16  
P.O. Box 8034  
Appleton, WI 54912

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by McClure Insurance Group in behalf of the applicant. Permission is hereby granted to

Wittenburg Village  
a Lutheran Life Community  
1150 East Luther Drive  
Crown Point, IN 46307

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: [Signature] 7.23.2009

Lake County Highway Department

Approved by:  
[Signature]  
[Signature]  
[Signature]  
Lake County Board of Commissioners

Order #25 Agenda #27

In the Matter of L C Highway – Ordinance Petition Request for Stop Sign White Oak Avenue to stop for 173<sup>rd</sup> Avenue.

Scheub made a motion, seconded by DuPey, to allow this Ordinance Petition Request for Stop Sign White Oak Avenue to stop for 173<sup>rd</sup> Avenue, ordering same to reverse the denied decision of the L C Highway Department. Motion to approve passed 3-0.

**ORDINANCE PETITION**

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HAVE BEEN PETITIONED BY  
Area Resident  
REQUESTING THE ESTABLISHMENT OF STOP SIGN(S) AT THE FOLLOWING DESCRIBED INTERSECTION(S)

White Oak Avenue, Northbound TO STOP FOR 173rd Avenue (2 Signs)  
White Oak Avenue, Southbound TO STOP FOR 173rd Avenue (2 Signs)  
\_\_\_\_\_  
TO STOP FOR \_\_\_\_\_  
\_\_\_\_\_  
TO STOP FOR \_\_\_\_\_

**FINDING OF FACT**

- 1). AN ENGINEERING STUDY WAS PERFORMED BY THE LAKE COUNTY HIGHWAY DEPARTMENT UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER ( AN INDIANA LICENSED PROFESSIONAL ENGINEER ) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3. THE STUDY WAS COMPLETED ON 7-29-09 AND HAS DETERMINED THAT THE STOP SIGN(S) (~~ARE~~) (**ARE NOT**) WARRANTED AT THE ABOVE DESCRIBED LOCATION(S) IN UNINCORPORATED LAKE COUNTY, INDIANA.
- 2). AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE, AND INSTALLATION OF TRAFFIC CONTROL DEVICES (~~ARE~~) (**ARE NOT**) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION(S). **SEE ATTACHED ENGINEERING STUDY.**

THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS **RECOMMEND THE ORDINANCE PETITION BE APPROVED (X) DENIED ( )**

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF LAKE

THIS 19<sup>th</sup> DAY OF August 2009

RECOMMENDED TO THE BOARD  
OF COUNTY COMMISSIONERS

Karl Longenecker 8-18-09  
LAKE COUNTY SHERIFF DATE

[Signature] 8-4-09  
LAKE COUNTY HIGHWAY SUPERINTENDENT DATE

[Signature] 8-14-2009  
LAKE COUNTY HIGHWAY ENGINEER DATE

Frances DuPey  
LAKE COUNTY COMMISSIONER, PRESIDENT

[Signature]  
LAKE COUNTY COMMISSIONER

[Signature]  
LAKE COUNTY COMMISSIONER

NOW, THEREFORE, LET IT BE ORDAINED THAT BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS **THE PETITION TO ESTABLISH AND POST (A) STOP SIGN(S) AT THE ABOVE DESCRIBED LOCATION(S) IS APPROVED ( ) DENIED ( )**

SO ORDAINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

\_\_\_\_\_  
ELSIE BROWN FRANKLIN PRESIDENT

\_\_\_\_\_  
EARNEST E DILLON

\_\_\_\_\_  
THOMAS O' DONNELL

\_\_\_\_\_  
WILLIAM A. SMITH JR.

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

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

\_\_\_\_\_  
TED F. BILSKI

**MEMBERS OF THE LAKE COUNTY COUNCIL**

REVISED 2-9-07

Order #26 Agenda #28

In the Matter of L C Highway – Ordinance Petition Request for Stop Sign Fern Oaks Subdivision.

Scheub made a motion, seconded by DuPey, to approve the L C Highway – Ordinance Petition Request for Stop Sign Fern Oaks Subdivision. Motion passed 3-0.

Order #26 Agenda #28 (cont'd)

ORDINANCE PETITION

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HAVE BEEN PETITIONED BY
JAMIE McQUEN
REQUESTING THE ESTABLISHMENT OF STOP SIGN(S) AT THE FOLLOWING DESCRIBED INTERSECTION(S)

Fern Oaks Subdivision TO STOP FOR See attached sheet
TO STOP FOR
TO STOP FOR
TO STOP FOR

FINDING OF FACT

1). AN ENGINEERING STUDY WAS PERFORMED BY THE LAKE COUNTY HIGHWAY DEPARTMENT UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER ( AN INDIANA LICENSED PROFESSIONAL ENGINEER ) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3. THE STUDY WAS COMPLETED ON AND HAS DETERMINED THAT THE STOP SIGN(S) ( ARE ) ( ARE NOT ) WARRANTED AT THE ABOVE DESCRIBED LOCATION(S) IN UNINCORPORATED LAKE COUNTY, INDIANA.
2). AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE, AND INSTALLATION OF TRAFFIC CONTROL DEVICES ( ARE ) ( ARE NOT ) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION(S). SEE ATTACHED ENGINEERING STUDY.

THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS RECOMMEND THE ORDINANCE PETITION BE APPROVED ( X ) DENIED ( )

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE

THIS 19th DAY OF August 2009

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

RAUL DOMINGUEZ 8/18/09 DATE
LAKE COUNTY SHERIFF
8-4-09 DATE
LAKE COUNTY HIGHWAY SUPERINTENDENT
8-4-2009 DATE
LAKE COUNTY HIGHWAY ENGINEER

FRANCIS DUBOY PRESIDENT
LAKE COUNTY COMMISSIONER
LAKE COUNTY COMMISSIONER
LAKE COUNTY COMMISSIONER

NOW, THEREFORE, LET IT BE ORDAINED THAT BASED UPON THE ABOVE FINDING OF FACTS AND OTHER RELEVANT FACTS THE PETITION TO ESTABLISH AND POST (A) STOP SIGN(S) AT THE ABOVE DESCRIBED LOCATION(S) IS APPROVED ( ) DENIED ( )

SO ORDAINED THIS DAY OF 200

ELSIE BROWN FRANKLIN PRESIDENT

EARNEST E DILLON
THOMAS O' DONNELL
WILLIAM A. SMITH JR.

LARRY BLANCHARD
CHRISTINE CID
TED F. BILSKI

MEMBERS OF THE LAKE COUNTY COUNCIL

REVISED 2-9-07

Ordinance No.

Ordinance Request

A REQUEST FOR THE ESTABLISHMENT OF STOP SIGN(S), LOCATED AT AND DESCRIBED AS FOLLOWS:

Northbound/Southbound Arthur St. TO STOP FOR Eastbound/Westbound 49th Ave.
Northbound/Southbound Garfield St TO STOP FOR Eastbound/Westbound 49th Ave.
Northbound/Southbound Hayes St. TO STOP FOR Eastbound/Westbound 50th Ave.
Northbound/Southbound Hayes St. TO STOP FOR Eastbound/Westbound 50th Place
Northbound/Southbound 50th Place TO STOP FOR Eastbound/Westbound 50th Ave.
Northbound/Southbound Garfield St TO STOP FOR Eastbound/Westbound 50th Ave.
Northbound/Southbound Arthur St. TO STOP FOR Eastbound/Westbound 50th Ave.
Northbound/Southbound Arthur St. TO STOP FOR Eastbound/Westbound 50th Place
Northbound/Southbound Garfield St TO STOP FOR Eastbound/Westbound 50th Place
TO STOP FOR

Requested by: JAMIE McQUEN

Remarks:

Sheriff Date
Highway Superintendent Date
Highway Engineer Date
County Commissioners Date
Council Approval Date
County Council
Council Rejection Date



## Order #27 Agenda #29

In the Matter of L C Highway – Request for Authority – Right-of-Way.

DuPey made a motion, seconded by Scheub, to grant L C Highway – Request for Authority – Right-of-Way. Motion passed 3-0.

## Order #28 Agenda #32

In the Matter of L C Juvenile Center – Letter from the Lake County Juvenile Center requesting permission to discontinue doing business with the current Dairy Supplier and request for permission to purchase Dairy Products thru the Lake County Jail's current Dairy Supplier.

Scheub made a motion, seconded by DuPey, to approve the request from the Lake County Juvenile Center for permission to discontinue doing business with the current Dairy Supplier (Shop Rite Foods), and ordered same to approve the request for permission to purchase Dairy Products thru the Lake County Jail's current Dairy Supplier – Clovercrest Dairy, 1601 W. 37<sup>th</sup> Street, Hobart, IN 46342. Motion passed 3-0.



## Superior Court of Lake County

JUVENILE DIVISION

**Judge Mary Beth Bonaventura**

LAKE COUNTY JUVENILE JUSTICE COMPLEX  
3000 WEST 93<sup>RD</sup> AVENUE  
CROWN POINT, IN 46307

August 3, 2009

PHONE: 219-660-6900  
FAX: 219-736-6209

John Dull  
County Attorney to the Commissioners  
2293 N. Main Street  
Crown Point, IN 46307

Dear Mr. Dull:

We have been contracted, through the bid process, to receive Dairy Products with the following vendor for the second half of 2009:

Shop Rite Foods, Inc.  
1413 Lake Park  
Hobart, IN 46342

In the month of July, the milk delivered by this vendor was sour. Shop Rite's delivery man, and owner, was first advised on July 6<sup>th</sup> of 2009. They were given continuous reports of bad ½ pint cartons of milk since then. Orders were stopped the week of July 20<sup>th</sup>, and resumed July 27<sup>th</sup>. On July 29<sup>th</sup>, more sour milk was delivered.

We are asking to be released from the Dairy Products contract from Shop Rite Foods, Inc. This should not affect the 15 Food Categories contract with Shop Rite Foods, Inc. We have never had any issues with this vendor's other products before.

We are requesting that we be able to order through the Lake County Jail's current vendor for Dairy Products, at their current contracted pricing. The following is the current vendor for the jail:

Clovercrest Dairy  
1601 W. 37<sup>th</sup> Street  
Hobart, IN 46342

Thank you in advance for your consideration. If you have any questions, please call me at 769-4664.

Sincerely,  
*E.R. Bennett*  
E.R. Bennett  
Director of Juvenile Detention  
Lake County Juvenile Justice Complex

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Frances DuPey*  
*Henry Scheub*  
*Robert Allen*  
APPROVED THIS 19 DAY OF AUGUST, 2009

## Order #29 Agenda #33

In the Matter of L C Surveyor/L C Drainage Board – Contract with Robert B. Golding, Jr. for the period of July 15, 2009 to July 14, 2009 in an amount not to exceed \$9,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Contract between L C Surveyor/L C Drainage Board and Robert B. Golding, Jr. for the period of July 15, 2009 to July 14, 2009 in an amount not to exceed \$9,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR COPY OF ORIGINAL)

## Order #30 Agenda #34

In the Matter of L C Prosecutor – Call Processing System Contract with Qwest.

DuPey made a motion, seconded by Scheub, to approve the Call Processing System Contract between L C Prosecutor and Qwest on the condition that the L C Prosecutor's Office meet with Jim Bennett regarding how this contract will affect our phone lines and our current contract with AT&T as the County's long distance carrier. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR COPY OF ORIGINAL)

## Order #31 Agenda #36

In the Matter of L C Homeland Security/Emergency Management Agency – Indiana University Purdue University Indianapolis Polis Center assistance in the development of a pre-disaster hazard mitigation plan.

Scheub made a motion, seconded by DuPey, to table. Motion passed 3-0.

## Order #32 Agenda #37

In the Matter of L C Data Processing – Lease Agreement for Websphere Software with IBM for the period of August 1, 2009 to July 31, 2012 in the amount of \$3,932.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Lease Agreement for Websphere Software between Lake County Data Processing and IBM for the period of August 1, 2009 to July 31, 2012 in the amount of \$3,932.00 per month. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR COPY OF ORIGINAL)

## Order #33 Agenda #38B

In the Matter of L C Board of Commissioners – Property Sales – Auction.

Scheub made a motion, seconded by DuPey, to approve the properties identified by SRI, Incorporated to be auctioned in the online tax sale, properties available for bidding on site starting October 1 thru October 19, 2009, with the recommendation of Commissioners' Attorney John Dull. Motion passed 3-0.

## Order #34 Agenda #38B

In the Matter of L C Board of Commissioners – Property Sales – Auction (prices for advertising).

Scheub made a motion, seconded by DuPey, to approve the prices quoted for advertising, information obtained by Jim Hughes of SRI, Inc., in The Times Newspaper and The Gary Crusader, as so recommended by Commissioners' Attorney John Dull. Motion passed 3-0.

## Order #35 Agenda #38B

In the Matter of L C Board of Commissioners – Property Sales – Auction (Notice of Real Property Tax Certificate Sale).

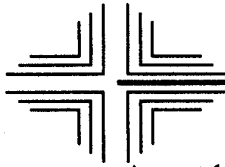
Scheub made a motion, seconded by DuPey, to approve the Notice of Real Property Tax Certificate Sale to be advertised in both The Times and The Gary Crusader newspapers, as so recommended by Commissioners' Attorney John Dull. Motion passed 3-0.

## Order #35 Agenda #38B

In the Matter of L C Board of Commissioners – Property Sales – Auction (Pricing Guidelines).

Scheub made a motion, seconded by DuPey, to approve the sale plan and the amounts to be placed on the properties as a minimum bid as so submitted by SRI, Incorporated and recommended by Commissioners' Attorney John Dull. Motion passed 3-0.

Order #35 Agenda #38B (cont'd)



**SRI INCORPORATED**

August 17, 2009

Roosevelt Allen, President  
Lake County Commissioners  
2293 N Main St  
Crown Point, IN 46307

Dear President. Allen;

Upon your approval for SRI to conduct the Lake County Certificate sale the eligible properties will be submitted to you for your approval of the sale plan and the amounts to be placed on the properties as a minimum bid. The sale must be advertised for three consecutive weeks and the sale must close not earlier than 30 days after the last publication date. The sale will be advertised on August 27, September 3rd and September 10th. The sale is recommended to close on Monday, October 19, 2009.

The minimum bid recommended has been calculated by using a percentage of assessed value plus some adjustments to certain properties. Where the percentage of assessed values exceeded the amount of minimum bid on the most recent sale the amount was adjusted to reduce the amount for the certificate sale. The amounts calculated are explained on the attached breakdown of listing.

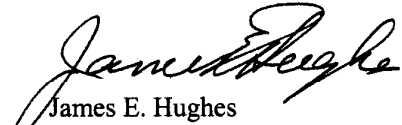
The sale will be published in the Hammond Times at a cost estimated to be \$75,000 and in the Gary Crusader for \$10,000. No response was received from a request for quote from the Post Tribune and the Crown Point.

The sale will be available on the SRI internet auction site. The properties will be available on the SRI web site starting on August 27 and will remain on this site until the auction is concluded. The properties will be available for bidding on the SRI [www.auctionsonline.com](http://www.auctionsonline.com) auction site starting October 1 and will conclude on October 19.

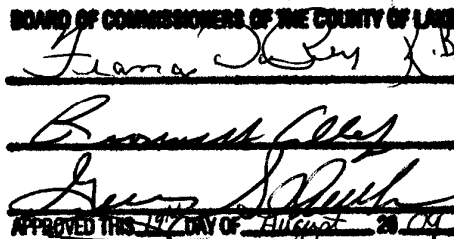
If you have any questions please notify me before the Commissioners meeting so I may prepare a response. I will be available at the Commissioners meeting on August 19, 2009.

Thanks you for the opportunity to assist you in the conduct of this important effort to return these properties to the tax roll where the owner will once again pay annual taxes.

Sincerely,

  
James E. Hughes  
President

CC: Fran DuPey, Commissioner  
Gerry Scheub, Commissioner  
John Dull, Commissioners' Attorney

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**  
  
APPROVED THIS 14th DAY OF August 2009

Toll Free  
1-800-800-9588

8082 Bash Street  
Indianapolis, Indiana 46250

Office (317) 842-5818  
Fax (317) 842-5948

Order #36 Agenda #38C

In the Matter of L C Board of Commissioners – Property Sales – Commissioners Deeds.

Scheub made a motion, seconded by DuPey, to approve the Quit-Claim Deed conveying property commonly known as IVAN GATLIN FAMILY NATURE PRESERVE, key no. 20-13-0597-0003 & 20-13-0667-0001, to The Lake County Parks and Recreation Board, Recorded as Document no. 2009 060023 with the Lake County Recorder, State of Indiana. Motion passed 3-0.

Order #37 Agenda #40A

In the Matter of Energy Grant: Application.

Scheub made a motion, seconded by DuPey, to make the Energy Grant Application a matter of public record. Motion passed 3-0.

Order #38 Agenda #40B

In the Matter of Energy Grant: Contract with Jim Meyer for Attorney Services.

Order #38 Agenda #40B (cont'd)

DuPey made a motion, seconded by Scheub, to approve the Contract for Attorney Services under the Energy Grant with Jim(James) Meyer at the rate of \$200/hr. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 19<sup>th</sup> day of August, 20 09 effective from July 17, 2009 to October 31, 2011 or until Grant completion whichever is sooner by and between JAMES MEYER, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (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 legal services to the Board of Commissioners thru its Administrative Assistant on the following program:  
**LEGAL SERVICES FOR USDOE ENERGY EFFICIENCY GRANT**
- 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 President of the Board of Commissioners and not to report to the Lake County Attorney.
- E. A copy of the signed legal services agreement dated July 17, 2009 is attached hereto.
- F. The source of the funds to pay the consultant is the administrative line item in the Energy Efficiency & Conservation Block Grant Program.
- G. The fee obligation commences on the first date indicated above but the obligation to pay will commence upon approval of the County's grant application by the federal government.

- 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

## Order #38 Agenda #40B (cont'd)

exceed Two Hundred (\$200.00) per hour for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. 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, 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

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

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Order #38 Agenda #40B (cont'd)

- 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

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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

JAMES MEYER  
 363 SOUTH LAKE STREET  
 GARY, IN 46403  
 (219) 938-0800  
 (219) 939-3070 FAX


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

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

CONSULTANT

  
 ROOSEVELT ALLEN, JR.

\_\_\_\_\_  
 JAMES MEYER

  
 FRANCES DUPEY

ATTES:  


  
 GERRY J. SCHEUB

PEGGY KATONA,  
 LAKE COUNTY AUDITOR

## Order #39 Agenda #40C

In the Matter of Energy Grant: Contract with MEP Findings, Inc. (Mark Purevich) for Grant Management Services.

Scheub made a motion, seconded by DuPey, to approve the Contract with MEP Findings, Inc. (Mark Purevich) under the Energy Efficiency Grant for Grant Management Services, amount not to exceed \$44,600.00. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 19<sup>th</sup> day of August, 20 09, effective from August 19, 2009 to October 31, 2011 or grant completion whichever is sooner by and between MEP Findings, Inc. (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter call the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services For the County, specifically the Consultant shall:
  - A. Consultant shall provide services to the County of Lake in the Energy Efficiency & Conservation Block Grant Program as indicated in the attachments.
  - B. Consultant reports directly to the President of the Board of Commissioners and not to report to the Lake County Attorney.
  - C. Consultant shall submit a report of consultation activities monthly to the Commissioner's Administrative Assistant.
  - D. 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).
  - E. The services provided by Consultant shall include the following:
    - I. Interview & review current program needs.
    - II. Meetings with county insurance agent on needs for the program.
    - III. Meetings with county departments.
    - IV. Fact finding informational packets.
    - V. Budget set-up and presentation to County Council for appropriation.
    - VI. Daily paperwork and required reports.
    - VII. Coordinate payouts from grant.

## Order #39 Agenda #40C (cont'd)

- VIII. Meet Grant deadlines.  
 IX. Daily project follow-ups.  
 X. Attend all meetings to include work sessions of the Lake County Council and the Board of Commissioners on a monthly basis.  
 XI. Attend all budget sessions to include the sessions beginning in August 2009 for the 2010 budget year where this grant will be discussed and action taken.  
 XII. Meet on a weekly basis with the Commissioners Administrative Assistant for purposes of grant administration.  
 XIII. Meet on a weekly basis with the Lake County Auditor for purposes of grant administration.  
 XIII. Meet on a weekly basis with the Lake County Treasurer for purposes of grant administration.  
 XIV. Contact on a weekly basis with the Federal Grant Source for purposes of grant administration.  
 XV. Prepare and release on a weekly basis a news release on project status.  
 XVI. Participate in Grant Close Out.  
 XVII. Participate in any audits.  
 XVIII. Insure that all contractors comply with the hiring minority quotas established by the Board of Commissioners in the specification. This review must be done weekly. Any problems shall be reported to CDM and James Meyer, the assigned Attorney on this project.
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 as follows:  
 A. The services are to be compensated at the rate of \$40.00 per hour.  
 B. During the period August 1, 2009 to March 31, 2010 the County is contracting for up to 25 hours per week. The max total for this period is \$34,000.00.  
 C. During the period April 1, 2010 to July 31, 2011 up to Five (5) hours per week. The max total for this period is \$10,600.00.  
 D. The consultant warrants that the above limits on hours per week have been reviewed and the number of hours designated as a maximum number is sufficient to effectively and completely finish the project.  
 E. The source of the funds to pay the consultant is the administrative line item in the Energy Efficiency & Conservation Block Grant Program.  
 F. The fee obligation commences on the first date indicated above

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- but the obligation to pay will commence upon approval of the County's grant application by the federal government.
- G. The total amount payable under paragraphs B and C above cannot exceed \$44,600.00 unless the construction period extends beyond March 31, 2010. If this occurs then the consultant will be paid for up to 24 hours per week until the construction period ends. The consultant will be notified in writing if the construction period is extended and also when the construction period terminates if it is extended beyond March 31, 2010.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making

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Order #39 Agenda #40C (cont'd)

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 work shall be fully qualified to perform such services.
- 14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
- 15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

16. **Information Availability.**

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

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

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

MEP FINDINGS, INC.  
1323 Muirfield Drive  
Schererville, IN 46375  
(219) 712-4809

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.

*Francis Dupey*  
FRANCES DUPEY

*Gerry J. Scheub*  
GERRY J. SCHEUB

ATTEST  
*Peggy Katona*  
PEGGY KATONA,  
LAKE COUNTY AUDITOR

CONSULTANT:  
*Mark E. Purevich*  
MARK E. PUREVICH,  
PRESIDENT MEP FINDINGS, INC.

Order #40 Agenda #41

In the Matter of Ratification of Commissioner's Resolution on Initiating Legal Action on the November 3, 2009 Referendum.

Scheub made a motion, seconded by DuPey, to ratify Resolution No. 09-08A, November 3, 2009 Referendum. Motion passed 3-0.

RESOLUTION  
No. 09-08A  
NOVEMBER 3, 2009 REFERENDUM

- WHEREAS, the County of Lake has been directed by the General Assembly to conduct a referendum on November 3, 2009 as a special election; and
- WHEREAS, the purpose of the special election is to seek voter authorization for a four county transportation district with taxing authority; and
- WHEREAS, the referendum is to be held in Lake, Porter, LaPorte, and St. Joseph Counties; and
- WHEREAS, the General Assembly provided no funding source to defray the costs of the election; and
- WHEREAS, the public question that will appear on the November 3, 2009 special election is not clear but is confusing; and
- WHEREAS, Lake County already has to cut its 2009 budget by approximately \$1.6 million; and
- WHEREAS, LaPorte County have voted through its County Council and County Commissioners to institute legal action if the State does not reschedule the referendum; and
- WHEREAS, St. Joseph County elected officials are requesting appropriate local officials to institute litigation or simply ignore the issue and not conduct the special election; and
- WHEREAS, Lake County expects to spend approximately \$500,000.00 on the special election on November 3, 2009 in this county; and
- WHEREAS, The total cost of conducting the special election on November 3, 2009 in all four counties would exceed \$1 million; and
- WHEREAS, the \$1 million in additional costs could be avoided if the special election were conducted in conjunction with the May, 2010 primary;.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that it authorizes its attorneys to file a legal action individually or in conjunction with the other three counties to delay the referendum until the May, 2010 primary.

Approved this 3<sup>rd</sup> day of August, 2009.

*Gerry Scheub*  
Commissioner Gerry Scheub

*Frances DuPey*  
Commissioner Frances DuPey

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

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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Gerry Scheub*  
*Roosevelt Allen, Jr.*  
ATTESTED THIS 19<sup>th</sup> DAY OF Aug. 2009

Order #41 Agenda #42

In the Matter of Resolution Authorizing Defense of any Referendum Lawsuit Filed. (Resolution No. 09-08).

DuPey made a motion, seconded by Scheub, to support Resolution Authorizing Defense of any Referendum Lawsuit Filed. (Resolution No. 09-08). Motion passed 3-0.

## Order #41 Agenda #42 (cont'd)

RESOLUTION  
No. 09-08  
NOVEMBER 3, 2009 REFERENDUM

WHEREAS, the County of Lake has been directed by the General Assembly to conduct a referendum on November 3, 2009 as a special election; and

WHEREAS, the purpose of the special election is to seek voter authorization for a four county transportation district with taxing authority; and

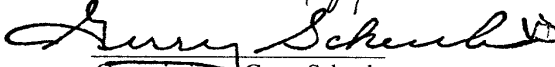
WHEREAS, the General Assembly provided no funding source to defray the costs of the election; and

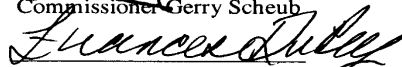
WHEREAS, the Lake County Council voted not to provide funding for the election because of the financial problems facing Lake County; and


WHEREAS, some interested party may file a legal action to either mandate or stop the election.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that it authorizes its attorneys to defend any legal action filed and to raise the issues of the confusing public question and finances as defenses.

Approved this 19<sup>th</sup> day of August, 2009.

  
Commissioner Gerry Scheub

  
Commissioner Frances DuPey

  
Commissioner Roosevelt Allen, Jr.

ATTEST:  
  
Peggy Katona, Lake County Auditor

## Order #42 Agenda #43

In the Matter of Standard Form of Agreement between The Pangere Corporation and the Board of Commissioners of the County of Lake for the Lake County Government Center Security System Improvements in the amount of \$332,640.00.

Scheub made a motion, seconded by DuPey, to ratify the approval of Standard Form of Agreement with The Pangere Corporation for the Lake County Government Center Security System Improvements in the amount of \$332,640.00, Fund 196. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR ORIGINAL DOCUMENT)

## Order #43 Agenda #44

In the Matter of Agreement between Development Visions Group and the Board of Commissioners of the County of Lake for the project management of the Hermits Lake Sanitary Sewer Utility System for the period of July 1, 2009 to December 31, 2009 in an amount not to exceed \$66,780.00.

Scheub made a motion, seconded by DuPey, to approve the Agreement with Development Visions Group (DVG Inc.) for the project management of the Hermits Lake Sanitary Sewer Utility System for the period of July 1, 2009 to December 31, 2009 in an amount not to exceed \$66,780.00. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR ORIGINAL DOCUMENT)

## Order #44 Agenda #45

In the Matter of Letter from Development Visions Group concerning Hermit's Lake Wastewater Treatment Plant Sludge Removal.

Scheub made a motion, seconded by DuPey, to make the Letter from Development Visions Group concerning Hermit's Lake Wastewater Treatment Plant Sludge Removal a matter of public record. Motion passed 3-0.  
(SEE FILE "AUGUST 2009" FOR ORIGINAL DOCUMENT)

Order #45 Agenda #47

In the Matter of Service Agreement No. 99187009 between Johnson Controls and the Board of Commissioners of the County of Lake for preventative maintenance services for the period of January 1, 2010 – Year 1 \$452,832.00, Year 2 \$461,889.00, Year 3 \$471,127.00, Year 4 \$480,550.00, and Year 5 \$490,161.00 to December 31, 2014.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement No. 99187009 with Johnson Controls for preventative maintenance services upon acceptance of a 2-year Agreement instead of a 5-year Agreement. Motion passed 3-0.



Service Agreement

Lake County Government Center  
2293 North Main Street  
Crown Point

In 46307

Proposal Date August 03, 2009  
Agreement 99187009  
Agreement Rev

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term/Automatic Renewal

This Agreement takes effect on 01/01/2010 and will continue until 12/31/~~2010~~<sup>2011</sup> ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$452,832.00. This amount will be paid to JCI in monthly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

*This proposal is valid for thirty days from proposal date.*

JOHNSON CONTROLS, INC.

By Rick Run 8-3-09  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
JCI Branch Manager \_\_\_\_\_ Date \_\_\_\_\_  
*(proposal not valid until signed by JCI Manager)*

By BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Francesca DuPey  
Harry Scheub  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
APPROVED THIS 19th DAY OF August 2009

JCI Branch CALUMET CITY IL SERVICE BRANCH SVC (918) Phone 8662121723 Cust. PO # \_\_\_\_\_  
Address 1500 HUNTINGTON DRIVE  
City State ZIP CALUMET CITY IL 60409

Schedule A (Continued)

Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

	Total Dollar Amount	Payment Frequency
Year 2	\$461,889.00	Monthly
Year 3	\$471,127.00	Monthly
Year 4	\$480,550.00	Monthly
Year 5	\$490,161.00	Monthly

Special Additions and Exceptions

This contract is for Johnson Controls, Inc. (JCI) to continue to operate the Lake County Government facilities. JCI is providing two (2) full time on-site persons and truck based service team to monitor and make necessary adjustments to help Lake County Government meet their facility needs. Also included is the preventive maintenance and repair of the HVAC equipment at the Gary Courthouse, East Chicago Courthouse, Paramore and the Morgue. JCI provides a proactive solution by utilizing our Metasys Building Automation System's monitoring and paging systems that notifies us in the event of a system failure.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Francesca DuPey  
Harry Scheub  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
APPROVED THIS 19th DAY OF August 2009

## Order #46 Agenda #49

In the Matter of Letter from Maximus reporting that they have submitted the first quarter indirect reimbursement claim of \$154,644.42 to the State of Indiana.

Scheub made a motion, seconded by DuPey, to approve Maximus' letter reporting the first quarter indirect reimbursement claim of \$154,644.42 to the State of Indiana. Motion passed 3-0.



Lake County Board of Commissioners  
2293 N. Main St.  
Crown Point, IN 46307-1885

Dear Commissioners,

MAXIMUS is pleased to report we have submitted your first quarter indirect reimbursement claim of \$154,644.42 to the State of Indiana. These funds will be direct deposited in the Lake County bank account from the State of Indiana. This will represent the first payment of four coming back to the taxpayers of Lake County from the county's indirect costs on welfare and child support IV D in 2007.

As the national leader in cost allocation plans we are able to learn valuable information from Federal audits that are conducted on our cost plans in other states. While there were no issues from the audit with our plans, we were able to utilize the scrutiny of the audit to find areas of improvement. We have taken this information and used it to improve upon your 2007 cost plan and your cost plans going forward.

It has been our pleasure to prepare and submit your indirect cost allocation plan for reimbursement. We would like to acknowledge the excellent assistance we received from Auditor Katona in helping us gather the necessary data in order to prepare your plan.

On behalf of the four full time MAXIMUS cost consultants, we thank you for allowing us the opportunity to partner with you and Auditor Katona in getting this much needed Federal reimbursement back to the people of Lake County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff Dossett".

Jeff Dossett  
Director Consulting Services

cc: Auditor Peggy Katona

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
A handwritten signature in cursive script, appearing to read "Frances DuPey".  
A handwritten signature in cursive script, appearing to read "Larry Scheub".  
A handwritten signature in cursive script, appearing to read "Robert M. [unclear]".  
APPROVED THIS 19<sup>TH</sup> DAY OF August 2009

Order #47 Agenda #50

In the Matter of Board of Commissioners of the County of Lake Order concerning Tax Sale Certificates. A. Commissioners Tax Payment Agreements.

Scheub made a motion, seconded by DuPey, to approve the Order in regard to Commissioners Tax Payment Agreements. Motion passed 3-0.

ORDER

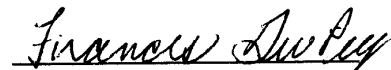
- WHEREAS, the Board of Commissioners takes title to tax sale certificates when properties do not sell at a Treasurer's tax sale; and
- WHEREAS, the receipt of tax money and not the sale of property is the goal of the executive branch; and
- WHEREAS, the Board of Commissioners can deal with tax sale certificates in accordance with the best interest of the county and the taxpayer.

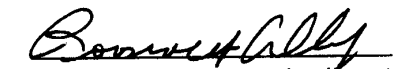
NOW THEREFORE BE IT RESOLVED as follows:

1. The Board hereby institutes a payment plan for properties on which the Board owns the tax sale certificate.
2. The amount due under the payment plan is the redemption amount that the taxpayer would have had to pay had the property sold for the delinquent taxes at the tax sale.
3. The length of the payment plan can not exceed 12 months.
4. A down payment in addition to the first month's payment is required.
5. The Board authorizes the Auditor and Treasurer to implement this payment plan policy.
6. The Auditor and Treasurer are authorized to use their best judgment in establishing the down payment requirement.

Approved this 19<sup>th</sup> day of August, 2009.

  
Commissioner Gerry Scheub

  
Commissioner Frances DuPey

  
Commissioner Roosevelt Allen, Jr.

ATTEST  
  
Peggy Katona, Lake County Auditor

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Order #48 Agenda #51

In the Matter of Resolution Board Membership and Officers Lake County 2000 Building Corporation.

Scheub made a motion, seconded by DuPey, to approve the Resolution No. 09-09, Board Membership and Officers Lake County 2000 Building Corporation. Motion passed 3-0.

RESOLUTION No. 09-09  
BOARD MEMBERSHIP AND OFFICERS  
LAKE COUNTY 2000 BUILDING CORPORATION

WHEREAS, the Lake County 2000 Building Corporation is an Indiana not for profit corporation; and

WHEREAS, that corporation was created to facilitate financing of the Lake County Juvenile Center; and

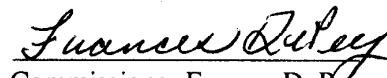
WHEREAS, The Lake County Building Corporation must have a three member board; and

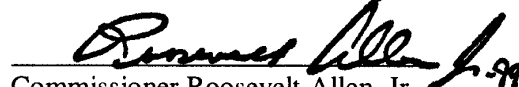
WHEREAS, due to attrition it is now necessary to appoint new board members;

NOW THEREFORE BE IT RESOLVED that Delvert Cole, John S. Dull and Kathe Benich are hereby appointed board members of this corporation and more specifically as the corporation's President, Vice President, and Secretary effective August 3, 2009.

Approved this 3rd day of August, 2009.

  
Commissioner Gerry Scheub

  
Commissioner Frances DuPey

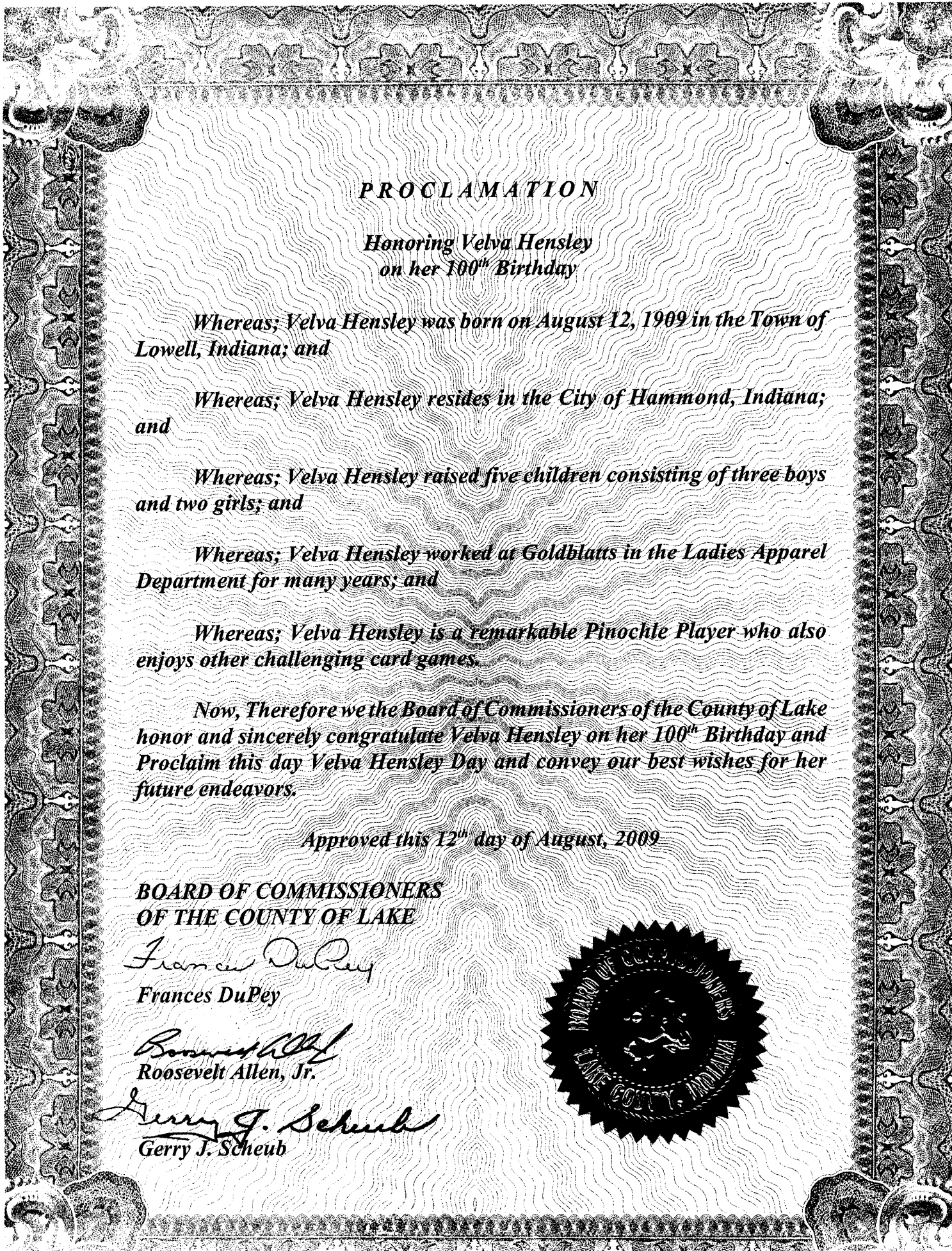
  
Commissioner Roosevelt Allen, Jr.

ATTEST:  
  
Peggy Katona, Lake County Auditor

Order #49 Agenda #52

In the Matter of Board of Commissioners of the County of Lake Proclamation concerning Velva Hensley.

Scheub made a motion, seconded by DuPey, to make a matter of public record this Board of Commissioners of the County of Lake Proclamation Honoring Velva Hensley on her 100<sup>th</sup> Birthday. Motion passed 3-0.





## Order #50 Agenda #54A

In the Matter of Review and Approval of Minutes: Special Meeting, Thursday, June 18, 2009.

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

## Order #51 Agenda #55

In the Matter of Lake County Expense Claims to be allowed Wednesday, August 19, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, August 19, 2009 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order #51 Agenda #56

In the Matter of Service Agreements

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

<b>L C COURT ADMINSTRATOR</b>	<b>W/</b>	Chester, Inc.
<b>L C HEALTH DEPARTMENT</b>	<b>W/</b>	Adams Remco
<b>L C MAIL ROOM</b>	<b>W/</b>	Pitney Bowes
<b>L C RECORDER</b>	<b>W/</b>	Kramer & Leonard Office Products
<b>L C SURVEYOR</b>	<b>W/</b>	Clifford-Wald & Co.
<b>L C SURVEYOR</b>	<b>W/</b>	Clifford-Wald & Co.
<b>L C SHERIFF</b>	<b>W/</b>	Largura, Inc.

## Order #51 Agenda #57

In the Matter of Poor Relief Decisions

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

LaToya Willis	Remanded to township for further consideration and review
Jerry Weaver	Denied
Ronald Wiggins	Denied for appellant's failure to appear
Chane Burnett	Denied for appellant's failure to appear
Janet Glenn	Denied for appellant's failure to appear
Ranetta Collins	Denied for appellant's failure to appear
Dorothy Wilson	Denied for appellant's failure to appear
Tammy Haggard	Denied for appellant's failure to appear
Gloria Mohn	Denied for appellant's failure to appear
Lynn Strickland	Denied for appellant's failure to appear
Regina Taylor	Denied
Denise Jenkins	Denied
Clarence Johnson	Denied for appellant's failure to appear
Teresa Mayo	Denied for appellant's failure to appear
LaToya Day	Denied for appellant's failure to appear
Robert Gonzalez	Denied for appellant's failure to appear
Latricia Broninon	Denied for appellant's failure to appear
Charisse Crossley	Denied for appellant's failure to appear
Stephanie Hennegham	Denied for appellant's failure to appear
Clarisse Davies	Denied for appellant's failure to appear
Tanisha White	Denied
Belinda Moore	Denied for appellant's failure to appear
Amanda Linnenburger	Denied for appellant's failure to appear
Darren Johnson	Denied for appellant's failure to appear
Debra McCoy	Denied for appellant's failure to appear
LeVonnia Hubbard	Denied for appellant's failure to appear
Lacy Grant	Denied for appellant's failure to appear
Teywanina Gill	Denied for appellant's failure to appear
Asia Carter	Denied for appellant's failure to appear
Juanita Morgan	Denied for appellant's failure to appear
Rolalind Portis	Denied
John McPherson	Denied
Robert Dortch	Denied for appellant's failure to appear
Anthony Nicks	Denied for appellant's failure to appear
Arnold Smith	Denied for appellant's failure to appear
Janis Tillman	Denied for appellant's failure to appear
LaTanya Plummer	Denied for appellant's failure to appear
Jennifer Walton	Denied for appellant's failure to appear
Elvis Galloway	Denied for appellant's failure to appear
Angela Ollie	Denied for appellant's failure to appear
Marietta Blissett	Denied for appellant's failure to appear
Lenese Givens	Denied for appellant's failure to appear
Bobbie Blamel	Denied for appellant's failure to appear
Michael Tolbert	Denied for appellant's failure to appear
Barbara Dennie	Denied for appellant's failure to appear
Dwight Williams	Denied for appellant's failure to appear
Joel Stringer	Denied for appellant's failure to appear
Pamela Briggs	Denied for appellant's failure to appear

## Order #51 Agenda #57 (cont'd)

Dayshaa Matthews	Denied for appellant's failure to appear
Nolan Campbell	Denied for appellant's failure to appear
Fred Moore	Denied
Inece Mitchell	Denied for appellant's failure to appear
Charnelle Bradshaw	Denied for appellant's failure to appear
Darrell Guy	Denied for appellant's failure to appear
Myron Johnson	Denied for appellant's failure to appear
Gania Lewis	Denied for appellant's failure to appear
Sherika Miles	Denied for appellant's failure to appear
Chelette McDaniel	Denied for appellant's failure to appear
Jillian Hearn	Denied for appellant's failure to appear
Donna Gelon	Denied for appellant's failure to appear
LaTonya Looney	Denied for appellant's failure to appear
Dawn Joyce	Denied for appellant's failure to appear
Rosell Georgia	Denied for appellant's failure to appear
Ashanti Smith	Denied for appellant's failure to appear
Lorraine May	Denied for appellant's failure to appear
Creathal Scott	Denied for appellant's failure to appear
Tiffany White	Denied for appellant's failure to appear
Charles Thomas	Denied for appellant's failure to appear
Addie Owens	Denied for appellant's failure to appear
Darnell Scott	Denied for appellant's failure to appear
Sandra Scott	Denied for appellant's failure to appear
Alexander Zena	Denied for appellant's failure to appear
LaVita Brewer	Denied for appellant's failure to appear
Victor Adams Jr.	Denied for appellant's failure to appear
Matosha Carter	Denied for appellant's failure to appear
Charles King	Denied for appellant's failure to appear
Gloria Felton	Denied for appellant's failure to appear
Patricia Jackson	Denied for appellant's failure to appear
Tymekia Walton	Denied for appellant's failure to appear
Leonard Ballard	Denied for appellant's failure to appear
Peter Bryant	Denied for appellant's failure to appear
Danielle Williamson	Denied for appellant's failure to appear
Christina Brooks	Denied for appellant's failure to appear
Tonya Franklin	Denied for appellant's failure to appear
Ninfa Griffith	Remanded to township for further consideration and review
Lillian Edwards	Denied for appellant's failure to appear
Melinda Jimerson	Denied for appellant's failure to appear
Elayne Willis	Denied
Calvin Johnson	Denied
LaToya Glory	Denied
Jeffrey Edwards	Denied for appellant's failure to appear
Addis Clinton	Denied for appellant's failure to appear
Joshua Lewis	Denied for appellant's failure to appear
Francine Nelson	Denied for appellant's failure to appear
Damarr Smith	Denied for appellant's failure to appear
Jamila McKnight	Denied for appellant's failure to appear
Charles Over	Denied for appellant's failure to appear
Taionne Harper	Denied
Vanessa Downer	Remanded to township for further consideration and review
James Person	Approved
James Person	Approved on condition
Teywana Gill	Approved
LaTasha Harvey	Approved
Cheryl High	Approved
Charlotte Pearl	Approved
Kenya Hutchins	Approved
Kimberly Hart	Approved on condition
Reimos Treimble	Approved
Daniel Rosario	Approved
Michael Mitchell	Approved
Lisa Barnes	Approved
Leona Vaughn	Approved on condition
Adrienile Mordica	Approved
Keifer Calliway	Approved
Lola Wells	Approved
Ruby Pitts	Approved
Minnie Brazell	Approved
Selena Brown	Approved
Amanda Greer	Approved
Fred Martin	Approved on condition
Gayle Alford	Approved
Monique McClellan	Approved
Tallisa Thomas	Approved
Laura Hunter	Approved
Errol Jude	Approved
Barbara Williams	Approved
Candace Jones	Approved in part
Renall McKnight	Approved
Ambria Johnson	Approved
Arthur March	Approved
Mona Mongham	Approved
Ruby Lymas	Approved

## Order #51 Agenda #57 (cont'd)

Melina Hubbard	Approved
LaTonya Looney	Approved
JoAnna Stewart	Approved
Cynthia Bonner	Approved
Latasha Cook	Approved
LeToya Evans	Approved
Patricia Foster	Approved
Benjamin Jones	Approved
Kim Gilkey	Approved
Urshla McLaurin	Approved
Laura Brown	Approved
Diamira Allen	Approved
Shavon Raymond	Approved
Roosevelt Harris	Approved in part
Leroy Hunter Jr.	Approved
Roxanne Brano	Approved
Gilbert Trimble	Approved on condition
Betty Johnson	Approved
Annie McGowen	Approved
Carla Thurman	Approved
Lilene Knox	Approved
James Weathersby Sr.	Approved
Teresa Mayo	Approved on condition
Walter Williams Jr.	Approved
Kamesha Mixon	Approved
Brittany Morehead	Approved in part
Tiffany Smith	Approved
Betty Kelly	Approved in part
Pamela Rodgers	Approved
Gladys Taylor	Approved
Robert Nelson	Approved
Gary Tucker	Approved
LaShonne Hardaway	Approved
Leedra Day	Approved
Ebony Anderson	Approved
Mattie Thickfield	Approved
Gayle McGee	Approved
Louwanna Taylor	Approved
Barbara Savage	Approved
David Burge	Approved

## North Township Trustee Client Case Summary

Kerrn Jackson	Denied FTA
Mercedes Roman	Denied FTA
Shelly Salazar	Denied FTA
George A. Vrbanich	Denied FTA
Debra Johnson	Approved
Cesar Johnson	Denied FTA
John D. James	Approved
Willie Cobb	Approved
John Byich	Approved
Angel Flores	Approved
Lipuvina Espinosa	Approved
Luz Rivera	Denied FTA
Connie Montgomery	Approved
Benito Lesiak	Approved
Debra L. Acheson	Approved
Edwin Rivera	Approved
Jerry Shaw	Approved
Elaine/Carl Martinez	Denied FTA
Lisa Michnik	Denied FTA
Patricia Ferrell	Denied FTA
Mary/James Ponziano	Denied FTA
Krisnette Harlan	Denied FTA
Jeannie Rochon	Denied FTA
Andrew Rogers	Approved

## Order #52 Agenda #60

In the Matter of Lake County Council Ordinance No. 1314B.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Ordinance No. 1314B, Ordinance Restricting the Discharge of Firearms for the Purpose of Target Practice of Practicing the Shooting of the Firearm. Motion passed 3-0.

Order #52 Agenda #60 (cont'd)

**ORDINANCE NO. 1314B**

**ORDINANCE RESTRICTING THE DISCHARGE OF FIREARMS FOR THE PURPOSE OF TARGET PRACTICE OR PRACTICING THE SHOOTING OF THE FIREARM**

- WHEREAS,** I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and
- WHEREAS,** I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, *et. seq.*; and
- WHEREAS,** I.C. 36-1-3-2 provides that it is the policy of the State to grant to all units of government all powers necessary for the effective operation of government as to local affairs; and
- WHEREAS,** I.C. 36-1-3-4 provides that Lake County has all powers granted by statutes, and all other powers necessary or desirable in the conduct of its affairs even though not granted by statute; and
- WHEREAS,** in order to preserve the peace and promote public safety the Lake County Council desires to restrict the discharge of firearms when used for the purpose of target shooting or practicing shooting with the firearm.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the term firearm shall be given the definition as stated under Indiana Code, and Indiana Case Law.
2. That for the purpose of this Ordinance firearms include weapons which shoot shotgun shells and bullets.
3. That the Lake County Council now prohibits the discharge of a firearm for the sole purpose of target shooting or practicing shooting within 200 feet of the property lines of a platted, approved, and developed multi-lot subdivision of one acre lots or less, as defined in the Lake County Code.
4. Notwithstanding, this Ordinance does not apply to organized clubs, veteran associations, or commercial ranges which have a firing range, approved by Lake County.
5. That this Ordinance does not impose any additional restrictions on hunting which are already covered by State Law and Local Ordinance.
6. That the penalty for a violation of this Ordinance is a fine of not less than Twenty-Five (\$25.00) Dollars and no more than Five Hundred (\$500.00) Dollars.
7. This Ordinance repeals and replaces Ordinance No. 1312A.

SO ORDAINED THIS 11TH DAY OF AUGUST, 2009.

*[Signature]*  
 HARRY BLANCHARD, President

*[Signature]*  
 CHRISTINE CID

*[Signature]*  
 THOMAS O'DONNELL

*[Signature]*  
 TED F. BILSKI

*[Signature]*  
 ERNIE DILLON

*[Signature]*  
 ELSIE FRANKLIN

*[Signature]*  
 JEROME A. PRINCE



Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*

*[Signature]*

APPROVED THIS 14th DAY OF August 20 2009

Order #53 Agenda #60

In the Matter of Lake County Council Ordinance No. 1314C.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Ordinance No. 1314C, Ordinance Creating the Energy Efficiency and Conservation Block Grant (EECBG) Fund, A Non-Reverting Fund. Motion passed 3-0.

**ORDINANCE NO. 1314C**

**ORDINANCE CREATING THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUND, A NON REVERTING FUND**

**WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council can adopt ordinances to promote the efficient operation of County Government including ordinances establishing funds in the County budget; and

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

**WHEREAS,** the County Council desires to establish a non-reverting fund to be used solely for the receipt and disbursement of funds received by Lake County as the result of the County being awarded an Energy Efficiency & Conservation Block Grant (EECBG) by the U.S. Department of Energy in a yet undetermined amount for the purpose of increasing the energy efficiency of government buildings by installing new, energy efficient lighting, doors and windows, and HVAC systems; and

**WHEREAS,** the Board of County Commissioners have procured the EECBG award and will administer the Grant.

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

1. That the Energy Efficiency & Conservation Block Grant (EECBG) Fund is hereby established as a non-reverting fund to be used solely for the receipt and disbursement of the federal grant funds Lake County receives from the U.S. Department of Energy as an Energy Efficiency & Conservation Block Grant.
2. That all EECBG grant monies, and any earnings thereon, shall be credited to said Fund and shall only be expended to increase the energy efficiency of government buildings by installing new, energy efficient lighting, doors and windows, and HVAC systems, or as otherwise specified in the Grant.
3. That, pursuant to I.C. 6-1.1-18-7.5, the Council hereby appropriates all EECBG grant monies, and any earnings thereon, for the aforesaid purposes and all funds may be expended from said Fund without further action of the Council.

1

4. Any money remaining in the Fund at the end of the year shall not revert to the General Fund but shall continue in the EECBG Fund to be expended for the purposes stated above consistent with all EECBG Grant requirements.

5. That said Grant shall be administered by the Lake County Board of Commissioners and their designee.

**SO ORDAINED THIS 11<sup>TH</sup> DAY OF AUGUST, 2009.**



 CHRISTINE CID	 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 17 DAY OF AUGUST 2009

2

Order #53 Agenda #60

In the Matter of Lake County Council Ordinance No. 1314A.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Ordinance No. 1314A, Ordinance Creating A Non-Reverting Fund for Lake County Court, Division III for the Deposit of Lake County Drug Free Alliance 2009 Grant Award. Motion passed 3-0.

**ORDINANCE NO. 1314A**

**ORDINANCE CREATING A NON-REVERTING FUND FOR LAKE COUNTY COURT, DIVISION III FOR THE DEPOSIT OF LAKE COUNTY DRUG FREE ALLIANCE 2009 GRANT AWARD**

- 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,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Superior Court of Lake County, County Division - Room No. 3 will be receiving a grant from the Lake County Drug Free Alliance in the sum of Seven Thousand (\$7,000.00) Dollars for the purpose of paying for drug testing for defendants and for fees charged for SCRAM bracelets for indigent defendants; and
- WHEREAS,** the Lake County Council desires to create a Lake County Drug Free Alliance Grant Fund for the deposit of Seven Thousand (\$7,000.00) Dollars from the Lake County Drug Free Alliance.

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

- 1. That the Lake County Drug Free Alliance Grant Fund, a non-reverting fund, is established for the deposit of Seven Thousand (\$7,000.00) Dollars from the Lake County Drug Free Alliance to pay for drug testing for defendants and for fees charged for SCRAM bracelets for indigent defendants.
- 2. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
- 3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake County Drug Free Alliance Grant Fund.

SO ORDAINED THIS 11th DAY OF AUGUST, 2009.

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

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis DuPey*  
*James Scheub*  
 APPROVED THIS 11th DAY OF August, 2009

Order #53 Agenda #60

In the Matter of Lake County Council Ordinance No. 1221A-2.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Ordinance No. 1221A-2, Ordinance Amending the Ordinance Establishing the Lake County Rainy Day Fund, Ordinance No. 1221A. Motion passed 3-0.

ORDINANCE NO. 1221A-2

ORDINANCE AMENDING THE ORDINANCE ESTABLISHING THE LAKE COUNTY RAINY DAY FUND, ORDINANCE NO. 1221A

**WHEREAS,** on November 13, 2001, the Lake County Council adopted Ordinance No. 1221A, establishing the Lake County Rainy Day Fund; and

**WHEREAS,** on January 14, 2003, the Lake County Council adopted Ordinance No. 1221A-1, amending said Ordinance to establish the purpose for the use of funds from the Rainy Day Fund; and

**WHEREAS,** the Lake County Council desires to amend said Ordinance.

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

That the Ordinance establishing the Lake County Rainy Day Fund, Ordinance No. 1221A, be amended as follows:

**DELETE:**

- 5. That the funds shall only be used for the following purposes:
  - a. County roads and streets.

**INSERT:**

- 5. That the funds shall only be used for the following purposes:
  - a. Support the cost of maintaining County roads and streets;
  - b. County Highway Department only:
    - 1. Repair and Maintenance Supplies
    - 2. Longevity
    - 3. Group Insurance Deduction
    - 4. Workman's Comp-Deduction
    - 5. Other Compensation
    - 6. Professional Services
    - 7. Insurance
    - 8. Maintenance and Service Contracts
    - 9. Furniture & Fixtures
    - 10. Office Machines
    - 11. Overtime
    - 12. Petroleum Products
    - 13. FICA
    - 14. Equipment

SO ORDAINED THIS 11th DAY OF AUGUST, 2009

*[Signature]*  
LARRY BLANCHARD, President

*[Signature]*  
CHRISTINE CID

*[Signature]*  
THOMAS O'DONNELL

*[Signature]*  
TED F. BILSKI

*[Signature]*  
ERNIE DILLON

*[Signature]*  
ELSIE FRANKLIN

*[Signature]*  
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*

*[Signature]*

APPROVED THIS 11th DAY OF August, 2009

Order #53 Agenda #60

In the Matter of Lake County Council Resolution No. 09-84.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Resolution No. 09-84, Resolution Transferring \$1,000,000.00 from the Lake County Excess Levy Fund, Fund No. 113 to the Lake County Rainy Day Fund, Fund No. 240. Motion passed 3-0.

RESOLUTION NO. 09-84

RESOLUTION TRANSFERRING \$1,000,000.00  
FROM THE LAKE COUNTY EXCESS LEVY FUND, FUND NO. 113  
TO THE LAKE COUNTY RAINY DAY FUND, FUND NO. 240

WHEREAS, the Lake County Council by Resolution may permit the transfer to a fund from another fund with sufficient money on deposit in the County; and

WHEREAS, the Lake County Excess Levy Fund, Fund No. 113 has on hand the sum of \$ 1,000,000.00; and

WHEREAS, the Lake County Council desires to transfer the sum of \$1,000,000.00 from the Lake County Excess Levy Fund, Fund No. 113 to the Lake County Rainy Day Fund, Fund No. 240.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$1,000,000.00 is hereby transferred from the Lake County Excess Levy Fund, Fund No. 113 to the Lake County Rainy Day Fund, Fund No. 240.

SO RESOLVED THIS 11th DAY OF AUGUST, 2009.



*[Signature]*  
LARRY BLANCHARD, President

*[Signature]*  
CHRISTINE CID

*[Signature]*  
THOMAS O'DONNELL

*[Signature]*  
TED F. BILSKI

*[Signature]*  
ERNIE DILLON

*[Signature]*  
ELSIE FRANKLIN

*[Signature]*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*

*[Signature]*

APPROVED THIS 11th DAY OF AUGUST 2009



Order #53 Agenda #60

In the Matter of Lake County Council Resolution No. 09-83.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Resolution No. 09-83, Resolution Transferring \$180,500.00 from the Lake County Sheriff's Aviation Grant Fund, A Non-Reverting Fund, Fund No. 267 to the Non-Reverting Self Insurance Fund, Fund No. 541. Motion passed 3-0.

RESOLUTION NO. 09-83

RESOLUTION TRANSFERRING \$180,500.00  
FROM THE LAKE COUNTY SHERIFF'S AVIATION GRANT FUND,  
A NON-REVERTING FUND, FUND NO. 267  
TO THE NON-REVERTING SELF INSURANCE FUND, FUND NO. 541

**WHEREAS,** the Lake County Council by Resolution may permit the transfer to a fund from another fund with sufficient money on deposit in the County; and

**WHEREAS,** the Lake County Sheriff's Aviation Grant Fund, Fund No. 267 has on hand the sum of \$180,500.00; and

**WHEREAS,** the Lake County Council desires to transfer the sum of \$180,500.00 from the Lake County Sheriff's Aviation Grant Fund, Fund No. 267 to the Non-Reverting Self Insurance Fund, Fund No. 541.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$180,500.00 is hereby transferred from the Lake County Sheriff's Aviation Grant Fund, Fund No. 267 to the Non-Reverting Self Insurance Fund, Fund No. 541.

SO RESOLVED THIS 11TH DAY OF AUGUST, 2009.



*[Signature]*  
LARRY BLANCHARD, President

*[Signature]*  
CHRISTINE CID

*[Signature]*  
THOMAS O'DONNELL

*[Signature]*  
TED F. BILSKI

*[Signature]*  
ERNIE DILLON

*[Signature]*  
ELSIE FRANKLIN

*[Signature]*  
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*[Signature]*

*[Signature]*

APPROVED THIS 11<sup>TH</sup> DAY OF AUGUST 2009

Order #53 Agenda #60

In the Matter of Lake County Council Resolution No. 09-82.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Resolution No. 09-82, Resolution Authorizing the Lake County Board of Commissioners to file an Application for the Neighborhood Stabilization Program 2 (NSP2) Funding from the Department of Housing and Urban Development. Motion passed 3-0.

**RESOLUTION NO. 09-82**

**RESOLUTION AUTHORIZING THE LAKE COUNTY BOARD OF COMMISSIONERS TO FILE AN APPLICATION FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2) FUNDING FROM THE DEPARTMENT OF HOUSING AND UBRAN DEVELOPMENT**

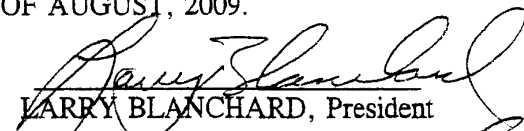
**WHEREAS,** Lake County, as a part of consortium, is preparing an application for the Neighborhood Stabilization Program 2 (NSP2) provided under the American Recovery and Reinvestment Act (ARRA) of 2009; and


**WHEREAS,** the NSP2 Program is a competitive program in which the Department of Housing and Urban Development (DHUD) will review all applications based on meeting threshold requirements; and

**WHEREAS,** it is in the best interest of the citizens of Lake County that it should prepare this application for the Neighborhood Stabilization Program 2.

NOW, THEREFORE, LET IT BE RESOLVED, by the Lake County Council that the Lake County Board of Commissioners is authorized to file an application and execute a grant agreement with the U.S. Department of Housing & Urban Development for Fourteen Million (\$14,000,000.00) Dollars representing Fiscal Year 2009 funding to the County/Consortium.

DATED THIS 11TH DAY OF AUGUST, 2009.

  
LARRY BLANCHARD, President

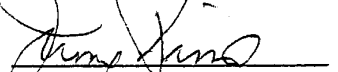
  
CHRISTINE CID

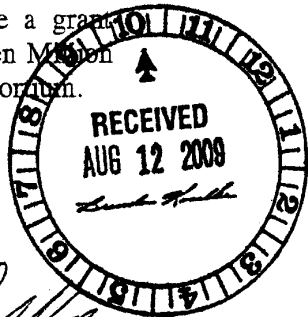
  
THOMAS O'DONNELL

  
TED F. BILSKI

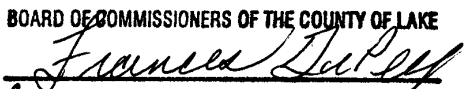

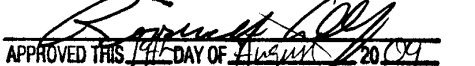
  
ERNIE DILLON

  
ELSIE FRANKLIN

  
JEROME A. PRINCE



Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  
  
  
APPROVED THIS 11th DAY OF August 2009

Order #53 Agenda #60

In the Matter of Lake County Council Resolution No. 09-81.

Scheub made a motion, seconded by DuPey, to approve the Lake County Council Resolution No. 09-81, Resolution Honoring the Crown Point Girls 8 and under All Star Team. Motion passed 3-0.

**RESOLUTION NO. 09-81**

**RESOLUTION HONORING THE CROWN POINT GIRLS 8 AND UNDER ALL STAR TEAM**

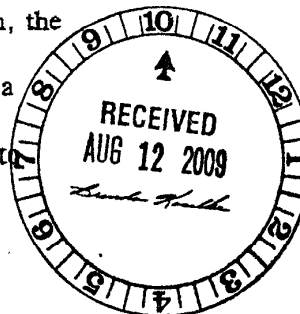
**WHEREAS,** students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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

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

**WHEREAS,** the Crown Point Girls 8 and Under All Star Team won the National Softball Association Indiana State Championship in Fishers, Indiana on July 14, 2009 and the National Softball Association World Series on July 22, 2009 in Crown Point, Indiana; the team was undefeated in both the Indiana State Tournament and the World Series.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Girls 8 and Under All Star Team, the National Softball Association Indiana State Champions and National Softball Association World Series Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Girls 8 and Under All Star Team.



**DATED THIS 11th day of August, 2009.**

*Larry Blanchard*  
LARRY BLANCHARD, President

CHRISTINE CID

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Ernie Dillon*  
ERNIE DILLON

THOMAS O'DONNELL

*James DuPey*  
*Mary Scheub*

*Helsie Franklin*  
ELSIE FRANKLIN

TED F. BILSKI

APPROVED THIS 11th DAY OF August, 2009

JEROME A. PRINCE

Members of the Lake County Council

Order #54 Agenda #61A

In the Matter of Appointments: Redevelopment Commission.

Scheub made a motion, seconded by DuPey, to appoint Randy Palmateer to the Redevelopment Commission. Motion passed 3-0.

Order #55 Agenda #61B

In the Matter of Appointments: Gary Airport Authority.

Allen moved to nominate Delvert Cole, DuPey made a motion to table, no seconded. Scheub made a motion, seconded by Allen, to appoint Delvert Cole to the Gary Airport Authority Board, and ordered same for discussion of Delvert Cole's role as Commissioners' Administrative Assistant. Motion passed 2-1, DuPey abstain.

Order #56 Agenda #61C

In the Matter of Appointments: In accordance with IC 601.1-28-1 the Board of Commissioners now by elects to have a five member or three member appointed PTABOA Board.

DuPey made a motion, seconded by Scheub, to have the PTABOA Board a five-member board. Motion passed 3-0.

Order #57 Agenda #61D

In the Matter of Appointments: PTABOA Board.

DuPey moved to nominate Metre Kutnakowski to the PTABOA Board, Scheub seconded the motion. Motion passed 3-0.

Order #58 Agenda #62

In the Matter of Staff Reports: John Dull.

Staff Report requesting a yes on a Contract with Dr. Cavanaugh, for the Coroner's Office, reducing his salary as of August 1, 2009 saving \$25,000.00, he is now part-time. Commissioners acknowledge for approval of this at the next board meeting.

Staff Report concerning Gary Courtroom on the fifth floor for an extra \$19,585.00, three or four weeks ago they had to go forward with the work, document misplaced new document now ready for signature to be approved at next board meeting.

Order #58 Agenda #65

In the Matter of Adjournment.

Scheub made a motion to make the next meeting to be held on Wednesday, September 23, 2009 at 10:30 AM instead of 10:00 AM due to a prior morning meeting, DuPey seconded. Motion passed 3-0.

The next Board of Commissioners Meeting will be held on Wednesday, September 23, 2009 at 10:30 A.M.

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

The following officials were Present:

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

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

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

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

ATTEST:

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